

KIDWELLS SOLICITORS

CLIENT INFORMATION PACK

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ABOUT KIDWELLS

Helping You Build A Better Future

At Kidwells Solicitors, we are committed to empowering our clients, whether businesses or individuals, by providing practical legal advice and support that makes a real difference. Client care is at the heart of everything we do, and we are dedicated to delivering a cost-effective, honest, responsive, and proactive service throughout your legal journey.

Our regular assessments by the Law Society provide you with the confidence that you have chosen a firm that meets recognised quality standards and is committed to maintaining the highest levels of professional service and client care.

To learn more about our commitment to client care and what you can expect from us, [please watch our short video here](#).

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.

We are authorised and regulated by the SRA (Solicitors Regulation Authority).

Hereford Office

Kidwells House
Coldnose Road
Rotherwas Industrial Estate
Hereford
HR2 6JL

01432 278 179
SRA No. 535081

Bristol Office

Kidwells House
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Bradley Stoke
Bristol
BS32 4QG

0117 435 0014
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info@kidwellssolicitors.co.uk

Fax No. 0117 981 1303

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Insurance

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

We are committed to making our services and information accessible to everyone. If you need this content in an alternative format, please tell us as soon as possible so we can provide the support you need.

Terms of Engagement

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:

- Notify us if you require any reasonable adjustments
- 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.

People Dealing with Your Matter

Legal Team

The Kidwells Solicitors legal team can include Assistant, Paralegal, Senior Paralegal, Trainee Solicitor (SQE) (Apprentice), Apprentice Licensed Conveyancer, Licensed Conveyancer, Chartered Legal Executive and 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 department will also be conversant with your matter, handling correspondence with you and the other side. The Finance Department will access your file to manage costings. Support staff assist with reception, marketing, administrative, and other duties. In conveyancing matters, the Client Relationship Team will also be involved, providing quotations and ensuring a high level of client-focused service throughout the transaction.

Other Members of Staff

Depending on the work or other obligations, other key members of staff might contact you. This includes our Compliance Department. 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 Assistant, Paralegal, Senior Paralegal, Trainee Solicitor (SQE) (Apprentice), Apprentice Licensed Conveyancer, Licensed Conveyancer, Chartered Legal Executive and 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.

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 Assistant, Paralegal, Client Relationship Executive, Senior Paralegal, Trainee Solicitor (SQE) (Apprentice), Apprentice Licensed Conveyancer, Licensed Conveyancer, Chartered Legal Executive or 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 affect costs.

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.

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.

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.
- 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 Assistant, Paralegal, Senior Paralegal, Trainee Solicitor (SQE) (Apprentice), Apprentice Licensed Conveyancer, Licensed Conveyancer, Chartered Legal Executive and Solicitor
- The support staff for that department in their absence
- Finance staff for raising invoices, dealing with payments, credit control
- Reception will take your initial enquiry with contact details
- Compliance Department who will liaise with you regarding onboarding, source of funds (if appropriate) and documentation
- 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 fees for this service will be confirmed to you in your Client Care Letter. We may use third-party applications that collect and store your information. These third parties are required to comply with our GDPR policies and procedures to ensure your data is handled securely and lawfully. We use these applications to support with our onboarding processes, verification of funds and internal filing. If you have any questions regarding which applications, we use or how we use these please contact us.

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 a third party software 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 Practice Director who receives initial complaints. You can do this by writing to our offices, contacting us by telephone, or emailing our complaints department at complaints@kidwellssolicitors.co.uk. Full contact details can be found on [page 3](#).

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

Please note, 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 advises the complainant of their 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 Practice 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: <https://www.legalombudsman.org.uk/>

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

When should I report a solicitor to the Solicitors Regulation 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:

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

Telephone: 0370 606 2555

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, however, contained in this client information pack is the Terms of Engagement and Financial Information document. These terms will 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 fourteen 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 may be required to show us original personal documentation:

- 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.

The fees for this service will be confirmed to you in this client information pack on [page 18](#).

We onboard clients through a third-party identification and verification service, or Identification Documents presented to a lawyer, at conference and copied to the file and verified by a third party id verification service if applicable to ensure compliance with Know Your Client (KYC) and Anti-Money Laundering (AML) obligations.

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 fees for this service will be confirmed to you in your Client Care Letter.

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. Where relevant, the source of funds for each matter is initially reviewed by a third-party provider and subsequently reviewed and approved by the firm's internal Source of Funds Department to ensure compliance and conformance with the Firms Regulatory and legal obligations.

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 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.

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.

AI

We may, from time to time, use artificial intelligence (AI) tools to assist in the delivery of our services. This may include tasks such as drafting, research, document review, summaries, or general administration. Any use of AI is always subject to review and oversight by a qualified member of our team, and we retain full responsibility for the advice and services we provide to you.

We are committed to protecting your confidentiality. We do not upload, submit, or otherwise share your personal data, confidential information, or matter-specific details to any AI platform or third-party service for the purposes of training, improving, or developing AI models.

If you would prefer that we do not use AI in connection with your matter, please notify us in writing at any time and we will act on your instructions accordingly. Opting out will not affect the quality of the service you receive, though it may affect the time or cost involved but we will always advise you if this is the case.

Our advice and all related communications are provided to you on a confidential basis and are, to the fullest extent permitted by law, intended to be protected by legal professional privilege. Legal professional privilege may be lost if the substance of our advice or any associated documents are disclosed to third parties or otherwise circulated beyond those within your organisation who reasonably require access to the advice for the purpose for which it was obtained. Disclosure to third parties may amount to a waiver of privilege and could result in the advice becoming disclosable in legal proceedings or to regulators.

You should take care not to share, reproduce, upload, transmit or otherwise make available our advice to any third party without first obtaining our consent. This includes, without limitation, sharing the advice with external advisers, consultants, friends or family members, posting or uploading the advice to online platforms, or inputting the advice into artificial intelligence systems, automated tools, document processing platforms, or other technology services operated by third parties.

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.

Financial Services Compensation Scheme (FSCS) deposit protection limits will increase from 1 December 2025

- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers. The FSCS can pay compensation of up to £120,000 if a deposit provider becomes unable to meet its obligations. For joint accounts, the limit rises from £170,000 to £240,000.

Temporary High Balances of up to £1,400,000 are also protected for up to six months for specific life events, including property transactions, inheritances, or personal injury settlements.

Further details are available at www.fscs.org.uk or by calling 0800 678 1100.

If you hold any other personal monies yourselves at Lloyds Bank plc, including joint, partnership and sole trader accounts, the limit remains £120,000 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 £120,000 maximum cover.

By your continuing to instruct Kidwells, 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 £120,000 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 £5,000,000 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.

Please note that there may be a referral arrangement in place. If you require any further information regarding this, then please contact the fee earner with conduct of your matter or the client relationship team who will confirm the details to you.

As part of this arrangement, we may pay a referral fee or purchase a voucher for each client referred to us. Please note that any referral arrangements are not charged to you, the client. 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.

Privacy Policy

Kidwells Law Solicitors understands that your privacy is important to you and that you care about how your personal data is used.

We respect and value the privacy of all of our clients and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

Data Protection Officer:

Name: Michael Horne

Email: michael.horne@kidwellssolicitors.co.uk

Telephone: 01432 278 179

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

What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

What is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") and the Data Protection Act 2018 (collectively, "the Data Protection Legislation") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identified'.

Personal data is, in simpler terms, any information about you that enables you to be identified.

Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out on [Page 14](#).

What Are My Rights?

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions.
- The right to access the personal data we hold about you. The section 'How Do You Contact Us?' will tell you how to do this.
- The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details on [Page 3](#) to find out more.
- The right to be forgotten, i.e., the right to ask us to delete or otherwise dispose of any of your personal data that we hold. Please contact us using the details on [Page 3](#) to find out more.
- The right to restrict (i.e. prevent) the processing of your personal data.
- The right to object to us using your personal data for a particular purpose or purposes.
- The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for your personal data, you are free to withdraw that consent at any time.
- The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business to many cases.
- Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided. It is important that your personal data is kept accurate and up to date. If any of the personal data we hold about you changes, please notify us. Further information about your rights can also be obtained from the information commissioner's office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office. We would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first.

What Personal Data Do We Collect and How?

Data Collected	How We Collect the Data
<p>Identity Information including:</p> <ul style="list-style-type: none">• Name• Title:• Date of birth• Gender	<ul style="list-style-type: none">• Passport• Driving license• Utility Bill
<p>Contact information including:</p> <ul style="list-style-type: none">• Address• Email Address• Telephone Number	<ul style="list-style-type: none">• Driving license• Utility Bill
<p>Business information including:</p> <ul style="list-style-type: none">• Name of Business• Job Title• Profession	<ul style="list-style-type: none">• Companies House• Employment Contract• Offer of employment
<p>Payment information including:</p> <ul style="list-style-type: none">• Card details• Bank account number	<ul style="list-style-type: none">• Over the telephone• In person
<p>Data from third parties including:</p> <ul style="list-style-type: none">• Contact information	<ul style="list-style-type: none">• Over the telephone• Email

How Do We Use Personal Data?

Depending upon the nature of your matter, we may collect and hold some or all of the personal data set out in the table below, using the methods also set out in the table.

What We Do	What Data We Use	Our Lawful Basis
Supplying our services to you.	<ul style="list-style-type: none"> • Name • Title • Date of birth • Gender • Contact information 	The Money Laundering Regulations 2019 require us to verify your identity before accepting instructions from you and commencing work on your matter.
Managing payments for our new services	<ul style="list-style-type: none"> • Card details • Bank account number 	We are allowed to retain the information to enable us to process monies owed for services. This is known as a legitimate business interest.
Communicating with you	<ul style="list-style-type: none"> • Address • Email Address • Telephone number 	We have a legitimate business reason for retaining this information. If we did not have this information we would be unable to confirm your instructions or be able to update you on the progress of your matter.

How Long Do We Keep Your Personal Data?

Under the Data Protection Legislation, we must always have a lawful basis for using personal data. The following table describes how we may use your personal data, and our lawful bases for doing so:

With your permission and where permitted by Law, We may also use your personal data for marketing purposes, which may include contacting you by email and/or telephone and/or text message and/or post with information, news, and offers on our services. You will not be sent any unlawful marketing or spam.

We will always work to fully protect your rights and comply with our obligations under the Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out. We will always obtain your express consent before sharing your personal data with third parties.

We will only use your personal data for the purpose(s) for which it was originally collected unless we reasonably believe that another purpose is compatible with that or those original purpose(s) and need to use your personal data for that purpose. If we do use your personal data in this way and you wish us to explain how the new purpose is compatible with the original, please contact the Fee Earner who has conduct of your matter.

If we need to use your personal data for a purpose that is unrelated to, or incompatible with purpose(s) for which it was originally collected, we will inform you and explain the legal basis which allows us to do so.

In some circumstances, where permitted or required by law, we may need to process your personal data without your knowledge or consent. This will only be done within the bounds of the Data Protection Legislation and your legal rights.

Type of Data	How Long We Will Keep It
Identity information including: <ul style="list-style-type: none"> • Name • Title • Date of birth • Gender 	We are required to keep a record of your matter for six years after it has been completed 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.
Contact information including: <ul style="list-style-type: none"> • Address • Email Address • Telephone Number 	We are required to keep a record of your matter for six years after it has been completed 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.
Payment information including: <ul style="list-style-type: none"> • Card details • Bank account number 	We will only keep this information until payments have been processed.
Data from third parties including: <ul style="list-style-type: none"> • Contact information 	We are required to keep a record of your matter for six years after it has been completed 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.

How and Where Do We Store Or Transfer Your Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept).

Accessing My Personal Data

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions:- We may report to identity reference and fraud agencies. We will perform identity checks on all clients and in some cases, this means using a reference agency (typically the Experian or Equifax databases).

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 as a 'soft check' on identity checks. These checks are to prevent criminal activity, fraud, and money laundering.

If we sell, transfer, or merge parts of our business, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a Court Order, or the instructions of a government authority. If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, and in accordance with your rights, our obligations, a Court Order, or the instructions of a government authority.

If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations and the third party's obligations under the Law, as described in the previous section "How and Where Do We Store or Transfer Your Personal Data"

How Do You Contact Us?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as 'subject access request'.

All subject access requests should be made in writing and sent to the email or postal address shown as described in the next section "Changes to This Privacy Policy". To make this as easy as possible for you, a Subject Access Request Form is available for you to use. You do not have to use this form, but it is the easiest way to tell us everything we need to know to respond to your request as quickly as possible.

There is not normally any charge for a subject access request. If your request is manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 14 days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

Changes to This Privacy Policy

To contact us about anything to do with your personal data and data protection, including to make a subject request, please use the following details for the attention of: Michael Horne

Email: michael.horne@kidwellssolicitors.co.uk

Telephone: 01432 278 179

Kidwells Law Solicitors Ltd.

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

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available on our website and in a reasonable format of your choosing on request.

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.

At the outset of your matter, we charge a fixed onboarding fee of £50 per person. This fee covers the work we are required to carry out before we can begin acting for you, including:

- Verifying your identity
- Carrying out anti-money laundering checks
- Assessing source of funds and/or source of wealth (where required)
- Completing internal compliance checks and opening your file

This is a fixed administrative fee charged by Kidwells Law Solicitors, rather than a disbursement payable to a third party. We have applied a single set fee to provide clarity and certainty, rather than charging separate amounts for each individual check.

The onboarding fee will be payable at the start of your matter and is generally non-refundable, as it relates to compliance work carried out regardless of whether the matter proceeds. If you have any questions about this fee, please let us know and we will be happy to explain further.

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 £0.50 per copy for black and white and £1 per copy for colour and time taken for copying by a legal assistant; legal assistant rates being £175.00 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.

All parties involved are required to complete online identity checks, which will be carried out via a third-party provider. The fees for this service will be confirmed to you in your Client Care Letter. Please note: These fees may vary depending on the nature of your matter and the checks required.

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.

Purchase

Estimate of costs if the matter does not proceed:

Stage Transaction Has Reached	% Of Fee Charged
We have received and considered the Contract Pack from the Seller's Conveyancer for the Property.	25%
We have received answers to our preliminary enquiries and received additional search results and any mortgage instructions if applicable.	50%
We have advised you on the terms of the purchase and obtained your signature on the contract in readiness for exchange.	75%

Should the transaction fail to proceed to completion, then we will charge a proportion of the fee as shown in your quote plus VAT and any disbursements we have paid out on your behalf.

Sale

Estimate of costs if the matter does not proceed:

Stage Transaction Has Reached	% Of Fee Charged
We have received and considered the Contract Pack from the Seller's Conveyancer for the Property.	25%
We have received answers to our preliminary enquiries and received additional search results and any mortgage instructions if applicable.	50%
We have advised you on the terms of the purchase and obtained your signature on the contract in readiness for exchange.	75%

Should the transaction fail to proceed to completion, then we will charge a proportion of the fee as shown in your quote plus VAT and any disbursements we have paid out on your behalf.

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.

Kidwells Law Solicitors costs - +VAT for work completed by a member of Kidwells Law Solicitors.

Expenses + VAT this includes the below:

- Bank charges
- Travel
- Printing
- Counsels fee
- Witnesses
- Search fees

Disbursements (VAT) - we only charge VAT if this is applied to us:

- Land Registry Fees
- Court fees
- Stamp duty

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 £5,000,000 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.

Fixed Fee

When a fee is fixed for the services we offer, then that is the fixed fee for that element of work.

If we take longer to achieve the outcome we will not charge you more unless we agree that with you but if the matter ends without the need for all the works up to that stage, then there will not be a refund.

Source of Funds

Please note that we will require confirmation of your source of funds in the following circumstances:

- Instructions for Conveyancing and Commercial cases, as part of our anti-money laundering (AML) obligations;
- When returning client funds, to ensure compliance with AML regulations;
- When paying money to some third parties, such as settlement monies under a settlement agreement.

We do not require source of funds documentation for monies paid on account of costs and disbursements, however, we reserve our right to request evidence of your source of funds, which we may have to do in order to comply with the relevant AML regulations, laws and practices. For further information about Source of Funds requirements, [please watch our video here](#).

Return of Client Money

Please note that we will be contacting you via telephone to verbally confirm your details in addition to requesting your Bank details in writing for verification before any monies will be returned to you.

Please refer to our website for further information regarding Source of Funds and Return of Client Monies.

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 £100 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.

Hourly Rates

Position at Kidwells Solicitors	Hourly Rate (Excluding VAT)
Solicitor with over 10 years experience	£450.00
In House Counsel	£425.00
Solicitor	£325.00 – £375.00
Chartered Legal Executive	£300.00
Trainee Solicitor	£275.00
Conveyancer	£275.00
Senior Paralegal	£250.00
Paralegal	£200.00
Legal Assistant	£175.00

Our Legal Services

Thank you for choosing Kidwells Solicitors to support you with your legal matter. We appreciate the trust you have placed in us and look forward to guiding you through every step of the process.

As part of our commitment to offering comprehensive support, we want to make you aware of the full range of legal services we provide to individuals and businesses.

Our approach is grounded in transparency, respect, and professionalism, ensuring you receive clear guidance and dedicated support throughout your case.

If at any time you would like to discuss any of these additional services or explore how Kidwells can support you now or in the future, our team is always here to help.

Criminal Defence

- Assault
- Burglary & Theft
- Drug Offences
- Fraud
- Interviews Under Caution
- Money Laundering
- Motoring Offences
- Police Station Representation
- Sexual Offences
- Trading Standards
- Stalking & Harassment
- Proceeds of Crime

Family Law

- Child Living Arrangements
- Divorce & Dissolution
- Domestic Abuse & Harassment
- Relationship Agreements

Residential Conveyancing

- Buying a Property
- Selling a Property
- Remortgaging
- Transfer of Equity

Private Client

- Lasting Power of Attorney
- Probate & Estate Administration
- Contentious Probate
- Trusts

Litigation

- Dispute Resolution
- Professional Negligence
- Landlord & Tenant Disputes
- Mediation & Negotiation Services

Employment Law

- Workplace Disputes
- Settlement Agreements
- Contracts & Policy Reviews
- HR Support for Employers

Business & Corporate Law

- Commercial Contracts
- Business Structures & Start-Ups
- Shareholder Agreements
- Commercial Property Matters
- Regulatory & Compliance Advice
- Business Litigation
- Bridging Loans
- Buy to Let Property Purchases
- Buy to Let Property Sales
- Property Development Finance
- Bridging Loan Exit Finance

Commercial & Intellectual Property

- IP Licensing & Ownership
- Trademark & Design Registration
- Intellectual Property Audits

Regulatory & Professional Affiliations

SRA



Law Society



Legal Ombudsman



CQS



Lexcel



Perfect Portal



Legl



LEAP



InfoTrack



Speechlive



Orbital AI



Outlook



NFON



Orbital10



Adobe



Thirdfort



Lloyds Banking Group





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