

Terms & Conditions

F Mike Willis Limited (FMWL) - Terms of Business

Our service standards

FMWL will

- deal with your instructions promptly
- keep you updated with progress on your matter by telephone or email
- explain to you clearly the work required, as your matter progresses
- update you on fees and expenses every three months unless agreed to the contrary

Responsibilities

FMWL will

- always act or advise in your best interests within the law
- give you our best advice in accordance with your instructions
- give you the best information possible about the likely cost/time scales of your transaction and update you on any changes
- advise you, where appropriate, on whether the likely outcomes justify the likely costs and risks associated with your transaction

As our client, you will

- provide us with clear, full, honest, timely and accurate instructions.
- provide all documents required to progress your matter(s) in a timely manner
- co-operate with us and our reasonable requests and pay our bill(s) promptly

Our hours of business

You can contact us by phone, email or post. All our contact details are given on the Contact page of our website. If we cannot respond immediately, please leave a message.

Equality and Diversity

FMWL is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like us to send you a copy of our Equality and Diversity Policy. FMWL strives to make its services accessible to all clients regardless of disability: if you have a specific need in terms of disability or accessibility, we would be happy to discuss this with you.

Data Protection

We use the information you provide primarily for the provision of our services to you and for related purposes, including updating client records, business management analysis, statutory returns and legal/regulatory compliance. Our use of that information is governed by your

instructions to us, to the provisions of the Data Protection Act 1998 and to our duty of confidentiality to you as a client. Please note that our work for you may require us to give information to third parties, such as relevant authorities and our professional advisers. You have a legal right of access under data protection legislation to the personal data that we hold about you, although we may have to make a nominal charge for this. FMWL is registered with the Information Commissioner's Office for the purposes of the Data Protection Act 1998.

Storage of documents

After completing your work, we will keep the file for a minimum of six years, after having returned to you any original documents and those papers that you ask to be returned to you. We may store files electronically in which case the originals may be securely destroyed, in accordance with good business practice. If we take papers or documents out of storage in relation to continuing or new instructions from you, we will not normally charge for such retrieval. However, we may charge you for time spent reading retrieved documents where necessary.

Outsourcing of work

Sometimes we ask other companies or people to do work on our files: this may be for reasons of time management or quality control, to ensure that work is done promptly or to cover absence. We will always seek a confidentiality agreement with any outsourced providers, so as to protect confidentiality. If you prefer work on your file not to be outsourced, please delete this section of the Terms of Business when returning the signed copy to us.

Regulatory

FMWL is not a law firm, nor does it provide financial advice or services or handle financial products. As such, it is not regulated by any professional body and no reliance can or should be made by you or any other person on professional qualifications or certifications of Mike Willis or any other agent or employee of F Mike Willis Ltd.

Insurance

FMWL does not carry professional indemnity insurance cover and whilst best endeavours are and will be made to ensure factual and technical accuracy and efficiency, all services and advice are provided strictly on terms and mutual understanding that all liability or accountability by F Mike Willis Ltd or its agents, employees or assigns will be disclaimed, to the extent allowed by law.

Limiting liability

F Mike Willis Limited has its Registered Office at Fullans Farmhouse, Sessay, Thirsk YO7 3NE company number 9187610.

Terminating the retainer

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We can decide to stop acting for you with good reason: for example, if there is a conflict of interest, if you do not pay an interim bill or agreed fee. We must give you reasonable notice that we will stop acting for you. If you or we decide that we should stop acting for you, you will pay our charges including VAT up until that point.

The Provision of Services Regulations 2009

For these purposes: our VAT registration number is 194 3981 64. We have a Complaints Policy which is available at any time upon request, and information about our complaints procedure is set out below.

Money Laundering - Individuals and partnerships

The Money Laundering Regulations 2007 require us to obtain satisfactory evidence of the identity of our clients. We will need to see the original (or a certified copy) of one photographic identity document (passport or driver's licence) and a second document (bank statement, utility bill or council tax bill) no less than three months old which shows and confirms the name and address for each person in whose interests we are engaged. We may also, at our discretion, obtain additional confirmation of identity online by way of an electronic search.

Money Laundering - Companies

We normally need to see the Certificate of Incorporation, Memorandum and Articles of Association, a List of Directors, a List of Shareholders with > 25%, the latest filed audited accounts and individual verification of at least 2 Directors (certified copies of Passport or Driving Licence plus address verification). We may ask for other documents/information where we act for a company or other organisation, in addition to the above.

Disclosure

It is integral to our professional standards to keep your affairs confidential. However, we may be required by law to report to the National Crime Agency if we know or suspect that a transaction may involve money laundering or terrorist financing. If we make such a disclosure, we are not able to tell you that a disclosure has been made. We may have to stop working on your matter for a time and will be unable to tell you why.

Financial arrangements with clients

We do not maintain a clients' account, nor will we hold or deal with money which does not belong to us.

We do not accept cash payments.

We reserve the right to charge mileage where we travel to or from meetings at your request.

Where we have to pay money to you, it will be paid by a single bank transfer or by cheque. It will not be paid in cash or to a third party. If we pay you by bank transfer we will only make that payment on receipt of written instructions from you giving the bank destination, sort code and account number: we are unable to accept verbal details only.

Our Invoices are due on presentation with the right to charge interest after 7 days.

You may end your instructions to us in writing at any time, but we reserve all rights to retain all your papers and documents while there is still money owed to us for fees and expenses.

Your right to Complain

We pride ourselves on excellent client service and sincerely hope that we meet your expectations. If this is not the case and you are unhappy about any aspect of the service you have received, or about the bill, please speak immediately to Mike Willis, Director, who will deal personally with your complaint. Your complaint will be handled promptly, fairly and effectively in accordance with our written Complaints Policy, a copy of which will be supplied. If the person who deals with complaints changes, we will tell you.

We would hope to resolve any concerns fully by timely discussion

If you ask us to instruct an outside source of advice or services (eg a barrister or technical expert), we may ask for your consent to disclose your contact details to them, so that you can be sent details of that adviser's own complaints procedure.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If the above apply, and we have not met with you, you may have the right to cancel your instructions to us within 14 working days of receiving this letter. You can cancel your instructions by contacting us by phone, email or post at this office. If you would like us to commence work on your file within the next 14 working days, please:

- sign and add the date below
- return this form to this office by email or post

If you instruct us to commence work now by signing below and we start work on your file, you may be charged if you then cancel your instructions.

Applicable law

Any dispute arising from our Terms of Business will be determined by the law of England and Wales.

Please ask if you would us to explain any of the terms above.

Signature(s) to confirm receipt and acceptance of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations Notice 2013 and to authorise us to proceed immediately.

Date

Signed.....

Print Name(s).....

Please return this signed document to:

F Mike Willis Limited, Fullans, Sessay, Thirsk, North Yorkshire YO7 3NE