



WHITE COLLAR LEGAL

Legal Consultancy, Advocacy, Mediation and Costs Drafting Services
1 Old Hall Street, Liverpool, L3 9HF
Phone: 0151 230 8931 | **Mobile:** 07943 163 877 | **Fax:** 0151 808 0163
(calls may be recorded for evidential purposes and confirmation of facts)
Web: www.whitecollarlegalandadmin.com

Your Ref:

Our Ref:

Date:

21 May 2020

Dear Customer

Your Will(s)

Thank you for your enquiry regarding our Will(s) service. The attached terms and conditions shall apply to our engagement to provide you with Will(s) as appropriate.

Please read the terms and conditions carefully confirming you agree to them. Choose which type of Will along with any optional extras you require and sign and return the form at the end of these terms and conditions along with a deposit as appropriate.

Please note that at this stage, the deposit is 100% refundable if you decide to cancel prior to the Initial Consultation taking place.

I look forward to hearing from you.

Yours sincerely

Philip Nam F.Inst.Pa A.CILEx. Q.Med.Pa
Director
White Collar (Legal and Admin) Ltd

E-mail: philip@whitecollarlegalandadmin.com

*****Please note that unless expressly stated, only Philip Nam, Director is authorised to bind White Collar (Legal and Admin) Ltd into any agreements or contracts.*****

The White Collar & Scales Logo is a registered trademark owned by White Collar (Legal and Admin) Ltd. 'White Collar Legal' is a trading name of White Collar (Legal and Admin) Ltd. White Collar (Legal and Admin) Ltd is a company registered in England and Wales; Reg No. 09105650; Registered Address: 1 Old Hall Street, Liverpool, L3 9HF. The Director is Philip Nam F.Inst.Pa A.CILEx Q.Med.Pa who is a Fellow of the Institute of Paralegals (member#207496) and is authorised and voluntarily regulated by the Professional Paralegal Register. Philip Nam is also a fully accredited Civil & Commercial Mediator, as designated by Hunt ADR Limited under authority of the Civil Mediation Council



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TERMS AND CONDITIONS OF ENGAGEMENT (These terms apply from the 21s May 2020)

1. Scope

These terms and conditions shall cover the engagement of White Collar (Legal and Admin) Ltd to provide you with a Single or Mirrored Will as appropriate, secure Online and Offline Storage of the Will(s) produced, and registration of your Wills on the National Will Register, if required.

We do not give tax advice. If you require such advice then we can refer you to one of our recommended companies.

2. Our Status

Philip Nam will be the person with overall responsibility for any work in relation to your legal matters. Philip is a Fellow of the Institute of Paralegals registered with the Institute of Paralegals (IoP) and is authorised and voluntarily regulated by the Professional Paralegal Register. He is the director of White Collar (Legal and Admin) Ltd.

Other persons as employed by us may work on your legal matters.

Philip is neither a solicitor nor a barrister.

Solicitors and barristers (and other authorised persons) are authorised persons in accordance with the Legal Services Act 2007. They are able to carry out reserved legal activities, i.e. act for you at any Court hearings and/or in any Court action/litigation. **Philip is not allowed to do this type of work without the appropriate authority from an authorised and regulated business, or from a Court.**

The drafting of a will is not a reserved legal activity. However, if any reserved legal activities are required, we will endeavour to refer you to an appropriate solicitor or barrister in order for them to take over conduct of your legal matter.

You may of course decide to deal with your legal matter yourself and we are of course happy to assist you provided that we do not breach the Legal Services Act 2007.

3. Client Care

Our aim is to offer you an efficient and effective service at all times. We hope that you will be pleased with the work that we do for you and the results that we achieve.

We will generally work on your legal matter whenever we are able to do so in line with our general service standards to meet your needs, the needs of other clients and the needs of our business. Our availability may not be the conventional 9-5. We may work on your legal matters in the evenings

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take place either (1) in person at a mutually convenient time and place or; (2) over the telephone or video call or; (3) by way of written/mailed correspondence; or a combination of all 3.

The initial consultation will be used to obtain relevant details for the completion of the Will(s) and may take more than one consultation to obtain all the relevant details for the completion of the Will.

If at any stage prior to the Initial Consultation taking place, you decide that you do not wish to proceed with the Consultation, you must notify us in writing either by letter, email or fax. Within 14 days of receipt of your notification, we shall provide you with a 100% refund of your deposit.

The deposit shall be refunded by the same method it was paid by you. If this is not possible, then it shall be refunded by cheque.

6. Payment Terms, Service and Timescales

Within 7 working days of completion of the Initial Consultation, the Will(s) shall be prepared in draft form along with appropriate commentary explaining the relevant clauses in the Will(s).

The Draft Will(s) and Commentary shall be sent to you either by delivery in person, post or email as you may desire for your review, amendment and approval.

When providing you with the Draft Will(s), we shall provide you with a Pro-Forma Invoice to confirm the amount due depending on the appropriate service chosen at Section 4. In addition, we shall provide you with relevant payment information in order that payment can be made. Payment of the Pro-Forma Invoice is to be made within 14 days of the date of the invoice. Time is of the essence.

You may at this stage decide to cancel the agreement and not proceed with your Will(s).

If you decide to cancel the agreement at this stage, you must provide notice of your cancellation in writing either by letter, email or fax. If your notification is received within 14 days of the date of the Pro-Forma Invoice then we shall provide you with a refund of 50% of the deposit paid. This will be by the same method as paid or by cheque. If your notification is received after the 14th day of the date of the Pro-Forma Invoice then no refund shall be provided.

7. Provision of Will(s) and Payment

Upon receipt of Payment and final approval of your Will(s), we shall provide you with the final approved Will(s) along with instructions for execution (signing and witnessing) within 7 working days of receipt of payment either in person, post or email.

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Once the final Will(s) are provided to you, you have the responsibility to execute them. You are strongly urged to execute your wills immediately as they will not have any affect until execution takes place.

8. Storage

If you have indicated that you wish to utilise our secure storage facility for your Will(s) then at the time of providing you with your final approved Will, we shall provide you with a Pro-Forma Invoice for the cost of the storage in accordance with Section 4.

The cost described in Section 4 is to cover the whole or part of a 1-year period and is on a per Will basis. If you wish to utilise our storage facility for a longer period then you should advise us and we shall issue an amended Pro-Forma Invoice.

If you wish to utilise our secure storage facility then once your Will has been executed you should send it back to us along with payment of the Pro-Forma Storage Invoice.

You are under no obligation to utilise our Storage Facility.

Upon receipt of payment and your executed Will we shall arrange for them to be stored securely online and offline.

In addition, we shall provide you with written confirmation that your Will is now being stored. The date of the written confirmation will be the date that the Storage period has commenced.

1 Month before the storage period is due to end, we shall write to you to with a further Pro-Forma Invoice for the next period of storage.

If you wish to continue utilising the storage facility, payment of the Pro-Forma Invoice must be received by end of the current storage period. If payment is not made within this timescale then the storage period will automatically lapse on the appropriate date and your Will(s) will be removed from storage and sent to you by post.

9. Cancellation of Storage

If during a period of storage you decide that you no longer wish for your Will to be stored, you must notify us in writing either by post, fax or email.

Within 14 days of your notification, we shall remove your Will from storage and return them to you by post.

No refund will be provided for any unused storage time during a 1-year period. If you have paid for more than 1-year's storage in advance then any subsequent year's storage charges will be refunded minus an administration charge of £10.00. Such refund will be provided by cheque.

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10. Registration on the National Will Register

If you have indicated that you wish to utilise our service which registers your Will(s) on the National Will Register then at the time of providing you with your final approved Will(s), we shall provide you with a Pro-Forma Invoice for the cost of the registration in accordance with Section 4.

The cost described in Section 4 is a one-off fee for each Will.

If you wish to utilise our registration service then once your Will has been executed you should provide us with the relevant information in order for us to register your Will along with payment of the Pro-Forma Registration Invoice.

You are under no obligation to utilise this registration service.

After 14 days of receiving payment, we shall arrange for your Will to be registered with Certainty.co.uk – the National Will Register.

In addition, we shall provide you with written confirmation that your Will is now registered.

Certainty.co.uk's terms and conditions can be found on their website and will apply to the registration of your Will on the National Will Register.

If within the 14 day period above, you no longer wish to register your Will with the National Will Register, you must notify us by post, fax or email and such notification must be received by the end of the 14-day period. Within 14 days of receipt of notification, we shall provide you with a full refund using the same method of payment or by cheque if that is not possible.

7. Our Responsibilities

We will:-

- a) Provide you with a good standard of service.
- b) Give you our best advice about the contents of your Will.
- c) Give you the best information possible about the likely costs.

We will not give any tax advise.

8. Your Responsibilities

You will:-

1. Give us your clear instructions which allows us to do our work properly.
2. Not ask us to work in an improper or unreasonable way.

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Failure to stick to your responsibilities can result in this agreement being terminated and an invoice being submitted for all work done as of the date of termination at the rate of £48.10 per hour, plus VAT.

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

We have to inform you that under these Regulations you have the right to withdraw without charge, within 14 days of the date on which you asked us to act for you.

We cannot start any work on your behalf within this 14 day period unless you make an express request to do so.

If we start work after your express request to do so, you may still cancel within the 14 day period however, our charges will be payable.

10. Papers, Documents, Confidentiality, Disclosure and Data Protection

In order to carry out the work under this agreement, we will be required to process your personal data.

In relation to the Data Protection Act and the incoming, General Data Protection Regulations, we are the controllers of your personal data. We are registered with the Information Commissioners Office and our Data Protection number is ZA069814.

Your data will be provided to us by yourself.

In terms of processing, we provide you with the following information:

- Your data will be processed in mainly in electronic form. However, at times it may be necessary to print documents containing your data for the purposes of posting or reviewing the same alongside our electronic systems.
- The data will be processed under our contract with you to provide the services as described in Section 1. We are required to process the data in order to provide you with the service.
- Your data includes your name, address, date of birth, telephone numbers, account numbers and any other information that we are provided with by you.
- Your details will be stored on our electronic case management system and used to complete your Will(s) and register your Will(s) on the National Will Register.
- If you chosen our service to register your Will on the National Will Register, your personal details that they require will be shared. Sharing will take place electronically.
- If we have been provided with your data in electronic format then your data will be stored on the medium where it was provided, i.e. if we receive an email containing your data, that email will be stored on our email servers and in the inbox of the recipient.

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- If we have been provided with your data in paper format, then such data will be stored at our premises. Any paper documents containing your data which are produced afterwards will also be stored at our premises.
- At the conclusion of the service, if your data was provided to us in paper format, the papers will be kept in storage for a period of 99 years from the date of conclusion. The purpose of keeping such data is to deal with any queries that arise following the conclusion of our services and to also deal with any legal claims that may arise from us drafting your Will.
- If your data was provided to us electronically then the data shall remain on our electronic systems/medium for a period of 99 years for the same reasons as above.
- If you are choosing our storage service, then the 99-year period runs from the end of the storage period.

If you require further details regarding your data, then you can write to us at the address at the top of the letter.

This notice does not affect your statutory rights with regards to access, rectification, erasure, restriction, portability and objection in relation to your data. You also and always have the right to make a complaint to the Information Commissioners Office or other supervisory authority.

11. Client Monies

Please note that we have a facility to hold any monies paid to you by your opponents or any other third party in connection with a matter. Any compensation or other money received on your behalf may be held in our clients' account. Whilst we are not a regulated entity, we aim to meet the standards set by the Solicitors' Accounts Rules therefore subject to certain minimum amounts and periods of time set in the Rules, interest will be calculated and paid to you at the rate and time, from time to time paid on the Natwest Clients' Deposit Manager Accounts. The period for which interest will be paid will normally run from the date on which funds are received and cleared by us until the date of issue of any payments from our Clients' Account.

IMPORANT NOTE: If we receive monies on your behalf and at the same time you have an outstanding invoice, you authorise us to deduct our fees from any monies that are received on your behalf. The balance of such monies will be distributed accordingly. We shall notify you before we deduct our fees from such monies.

12. Money Laundering Regulations

We are required under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to undertake customer due diligence measures.

Please provide us with a copy of your ID showing your name, address, date of birth and photograph. We will need 2 pieces of ID:

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1 showing a photograph, name and date of birth; and the other showing your name and address

13. Limitation of Liability

Subject to any Act, Regulation or other statutory control, our liability for loss arising from services delivered by us under these terms and conditions, whether caused by tort, negligence or otherwise, is limited to 75% of any fees that you have paid.

14. Termination

We expect to continue to act in any matter on which we have accepted instructions from the date of receipt of this signed document until the matter is completed. However, either of us can bring the instruction to an end at any time. We will not terminate our retainer with you except for good reason and upon giving you reasonable notice. Such good reason may include the following:

- 1 Where conflict of interest arises.
2. Where we consider it not be in your best interest for us to continue to act for you.
3. Where there is a breakdown in trust and confidence between us.
4. Where you fail to provide me with the relevant instructions and/or documentation to draft your Will(s)
5. Where you fail to pay an outstanding invoice.
6. Where you fail to keep to your responsibilities under section 8 of this agreement

If the agreement is terminated for reasons above then we reserve the right to charge you in full for the time we have spent working at the rate of £48.10 per hour plus VAT. If this agreement is terminated, all invoiced sums will be due immediately.

We are entitled to exercise a lien over your file of papers in respect of any unpaid costs. This clause in itself will survive termination of the agreement.

15. Equality and Diversity

We are committed to promoting equality and diversity in all dealings with clients and third parties.

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16. Acceptance of Terms

We shall be grateful if you will sign one copy of this letter and return it to us. If you request us, (in writing including email) to start work without signing these terms and conditions, your request will be deemed as acceptance of these terms. However in order to protect both parties' interests we would be grateful if you could arranging the signing of this letter.

I accept the above terms and conditions

and

I request that you start work immediately and within the cancellation period

or

I would like you to wait until after the end of the cancellation period to start work

Marketing Consent

Do you agree for White Collar (Legal and Admin) Ltd to contact you for the purposes of marketing by email?

Yes

or

No

Signed:

Print Name:

Date:

Ref:

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Instructions for Cancellation

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, White Collar (Legal and Admin) Ltd, 1 Old Hall Street, Liverpool, L3 9HF; Phone: 0151 230 8931; Fax: 0151 808 0163; E-mail: philip@whitecollarlegalandadmin.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. You can also electronically fill in and submit the model cancellation form or any other clear statement on our website www.whitecollarlegalandadmin.com. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than-

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

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Model Cancellation Form

To: White Collar (Legal and Admin) Ltd, 1 Old Hall Street, Liverpool, L3 9HF; Fax: 0151 808 0163; email: philip@whitecollarlegalandadmin.com

I hereby give notice that I cancel my contract for the supply of the following service: Will Drafting and Associated Services, ordered on _____.

Name of Consumer: _____

Address of Consumer: _____

Signature of Consumer:
(only if this form is notified on paper) _____

Date: _____

Ref:

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INITIAL CONSULTATION REQUEST, CHOICE OF SERVICE AND PAYMENT OF DEPOSIT FORM

A. YOUR DETAILS	
Full Name:	Your Partner's Full Name: (if a Mirrored Will is required)
Address:	
Postcode:	
Home Phone:	Mobile Phone:
Email Address:	
B. TYPE OF WILL REQUIRED? (please tick)	
Simple Will <input type="checkbox"/> Single - £113.00 <input type="checkbox"/> Mirror (couple) - £182.00 <input type="checkbox"/>	
A minimum of 50% deposit is required to arrange an initial consultation.	
C. OPTIONAL EXTRAS (please tick)	
<input type="checkbox"/> Secure Online and Offline Storage - £29.00 per or part of a Year, per Will	
<input type="checkbox"/> Registration of your Will on the National Will Register - £58.00 (one off fee)	
Payment of these optional extras will be required after your Final Will has been drafted, approved and Executed.	
C. PAYMENT OF DEPOSIT (see attached sheet)	
I/we enclose a cheque payable to 'White Collar Legal and Admin' in the sum of £..... or I authorise White Collar (Legal and Admin) Ltd to debit my credit/debit card the amount of £..... My debit/card details are as follows: Card No: Expiry Date:/..... Start Date:/..... Issue No: CCV (last 3 digits on signature strip): Name as printed on card: Billing Address if different then above:	
I/We confirm that I/we agree to the terms and conditions of engagement dated 21 st May 2020 and request White Collar to contact us to arrange an initial consultation in order to provide us with a Single or Mirrored Will as appropriate. I confirm that I have enclosed a cheque or my debit/card details for payment of the appropriate deposit. Your Signature: Your Partner's Signature: Print Name: Print Name: Date Signed: Date Signed:	

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Acceptable Methods of Payment

BACS or Direct Deposit: Sort code: 60-20-11; Account Number: 44494610; Bank: Natwest. If your bank subscribes to the Faster Payment scheme then payment will normally be cleared within 2 hours. If not, then payments can take up to 5 working days to clear.

Cheque or Postal Order: Please make payable to 'White Collar Legal and Admin' and send to 1 Old Hall Street, Liverpool, L3 9HF. Upon receipt of your Cheque or Postal Order, it will be presented within 24 working and should clear within 7 days.

Credit/Debit Cards:

PayPal You can make a payment using your Credit/Debit card via Paypal or by calling us on 0151 230 8931.

You can go straight to our Paypal Me Link paypal.me/WhiteCollarQPAS

Or

If you wish, you can visit the Paypal website directly. Please use the email address:

philip@whitecollarlegalandadmin.com to make payment.

Or

Alternatively, you can also make payment via the **PayPal** app on a smartphone. Just log in, click on Local and search for White Collar.

Direct Debit: If you would like to pay by Direct Debit, you may do so. Please [click here](#) to set up a Direct Debit payment via GoCardLess. Please note it can take 10 days for a Direct Debit Instruction to be set up.

*****Please note that unless expressly stated, only Philip Nam, Director is authorised to bind White Collar (Legal and Admin) Ltd into any agreements or contracts.*****

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Registered Address: 1 Old Hall Street, Liverpool, L3 9HF. The Director is Philip Nam F.Inst.Pa A.CILEx Q.Med.Pa who is a Fellow of the Institute of Paralegals (member#207496) and is authorised and voluntarily regulated by the Professional Paralegal Register. Philip Nam is also a fully accredited Civil & Commercial Mediator, as designated by Hunt ADR Limited under authority of the Civil Mediation Council



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