

These Terms & Conditions of Business apply to all legal work undertaken by us for you. **Your continuing instructions to us will constitute your acceptance of them.**

WHO WE ARE

The Probate Department Ltd Solicitors is regulated by the Solicitors Regulation Authority and also trades as Eastbourne Law Solicitors and Legacy Trust Solicitors.

Will Custodian Ltd and Funeral Plan Adviser Ltd are owned by the same individuals (Ingrid McCleave and Stephen Pett) but are not regulated by the Solicitors Regulation Authority as they are not legal services businesses. Will Custodian Ltd or Funeral Plan Adviser Ltd do NOT provide legal advice.

These companies are collectively known as “The Legal Planning Group” to identify related businesses.

OUR AIM

To provide our clients with a service that is second to none.

We are also committed to getting the job done as quickly and efficiently as possible and in a friendly, helpful and approachable manner.

OUR COMMITMENT TO ONE ANOTHER

We will:-

- Partner you in the conduct of your matter, share your objectives and act in your best interests;
- Always be honest and straightforward with you and keep your business as confidential as we can within the law;
- Explain to you the legal work which may be required, the time scales and, where appropriate, the prospects of a successful outcome;
- Give you our best indication of the cost of your matter, or at least of the next stage, both at the outset and as it progresses;
- Deal with your matter promptly and keep you regularly informed of progress;
- Regularly review your matter with you as appropriate and, particularly whenever there is a significant change in circumstances, the objectives, the risks, the likely cost & benefits or the time scale;
- Try to avoid using technical legal language when writing to you or discussing your matter with you;
- Reply to your telephone calls, emails and letters promptly.

In return you must please:-

- Provide us with clear, timely and accurate instructions;
- Promptly provide us with everything we request of you in a timely manner;
- Comply with these Terms & Conditions.

OUR PEOPLE

To provide our clients with access to the widest range of specialist legal services at cost-effective rates, our firm comprises a number of tiers of people who will advise or represent you. The terms we use to describe those people are:

Directors: our Legal Services Director is a Solicitor, our Financial Director is an Accountant and a former Regional Chairman of the Society of Will Writers, our Client Services Director is a Regional Chairman of the Society of Will Writers and formerly an Independent Financial Advisor.

Lawyers: legally qualified members of staff who may be Consultants, Associate Solicitors, Licensed Conveyancers or Chartered Legal Executives.

Senior Caseworkers: other fully-trained members of our staff providing services to our clients under the supervision of a Lawyer, Senior Lawyer or Director. They may be studying for a legal qualification.

Caseworkers: members of staff carrying out the more routine aspects of cases, to keep costs down, under the supervision of more senior staff.

PEOPLE RESPONSIBLE FOR YOUR WORK

We will advise you of the person who will be primarily responsible for the day-to-day conduct of your matter, and the lawyer responsible for its overall supervision. Their names and job titles are set out in our Engagement Letter but please note that we may call on other people in the firm to assist them as required. We try to avoid changes but sometimes, particularly during holiday periods, this is unavoidable. We will tell you promptly of any change and the reason for it.

HOURS OF BUSINESS

Our office hours are from 9.00am to 5.00pm on weekdays but early morning and early evening appointments can be arranged when required.

COMMUNICATION

We will do our best to communicate with you by such method as you may request. Unless you clearly tell us not to do so we will communicate with others, as appropriate, by email, fax or private courier. We cannot be responsible for the security of correspondence and documents sent by these methods.

TAX ADVICE & VALUATIONS

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Unless you have expressly instructed us to advise you on tax, however, we may not use appropriately qualified staff to advise you on the tax implications of your particular matter. If you have any concerns in this respect please raise them with us immediately so that we can, if necessary, refer your matter to your own tax advisors or to our in house Tax Advisor.

If you do not specifically ask us to advise you, we will assume that you have satisfied yourself (if necessary, by obtaining the appropriate advice elsewhere) of the taxation implications of your matter. Further, please understand that we are legal advisers and not valuers and, unless you tell us otherwise, we will assume that you have satisfied yourself that any valuation agreed by you is reasonable and appropriate.

FINANCIAL SERVICES – we are NOT Financial Advisers

Whilst we may explain the implications of some types of investments, we are NOT qualified as financial advisers. If you need advice on investments or insurances we can introduce you to financial advisers or planners but in doing so we are not recommending that their service is suitable for your needs and we do not accept any liability for such an introduction.

FEES

For some matters we will have given you a specific quotation for our fees in advance and in such cases please note that:-

- Sometimes the complexity or unexpected circumstances of a matter make it necessary to make an additional charge to the one we have quoted. Should that become necessary we will discuss it and agree any additional fee with you;
- If the matter or transaction is not completed within a reasonable period (due to failure to act by you e.g to sign documents or to return them to us) the full fee will be payable in any event unless we have agreed with you in our Engagement Letter that there will be no charge for the work that we have done on your behalf **or** that our fee will be a proportion of the quoted fee equal to the proportion of work done. In all cases you will be responsible for payments we have made to others on your behalf.

Where we have not given you a specific quotation in advance our fees will be based on the time we spend working on your matter. We will estimate at the outset of your matter the amount we believe our fees will be, based on our experience of similar matters, but please note that this estimate is not a fixed quotation, is based on the information available to us at the time, may apply only to a limited period of time or sequence of steps, and is likely to change as the matter proceeds in which case we will notify you. Details of our hourly charging rates are set out in our Engagement Letter.

Unlike most firms, we do NOT calculate time in units of 6 minutes, which may result in considerable savings for our clients. Therefore correspondence, emails and phone calls are NOT charged as a minimum of one unit of 6 minutes each but on the time taken to deal with and record the action. We reserve the right to increase our charging rates annually on 1st April each year and we will notify you in advance if we intend to make any change that will affect you.

In addition to time spent, your fees will be affected by the seniority of the staff needed to deal with your matter. If your matter is urgent and needs to be dealt with immediately there is a 25% surcharge on our normal fees. This will be agreed with you in advance.

DISBURSEMENTS – Money we may pay out on your behalf

We often have to pay other people or organisations on behalf of our clients for “disbursements” such as court fees, search fees, stamp duty, land registry fees, barristers’ fees, experts’ fees and so on. We have no obligation to make such payments unless you have provided us with the funds to do so but the person instructing has a clear liability to pay those fees should the estate not cover them and to pay them before a Grant is released, unless we are collecting in and distributing the estate in which case we can pay those disbursements from the estate (provided there are sufficient funds collected in on behalf of the estate at that point in time).

INVOICES

In matters of short duration (eg Will drafting and Powers of Attorney where a fixed fee is payable) we ask for payment of our fees in full before work commences unless otherwise agreed within the Engagement Letter. Where there are longer running matters (eg Probate) we invoice monthly for work carried out within the period to the date of the bill. The fees must be paid in full before

documents are released unless we are collecting in the assets in which case they can be paid at the end of the administration.

Under the Solicitors' Code of Conduct 2011 you are entitled to complain about our invoice and you may also have a right to object to our invoice by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974. If all or part of any of our bills remains unpaid, however, we may charge you interest.

PAYMENT TERMS

Where there is a fixed fee we require our invoices to be paid before we complete the matter. In all other matters, if we are in funds (for example, in a probate), we will deduct our fees and disbursements from any money we are holding on your behalf. Otherwise, all interim and final invoices must be paid within 14 days. Time is of the essence and, if our payment terms are not met, (a) interest will be charged on a daily basis at 4% over the Bank of England's Base Rate and (b) we may suspend all further work or terminate our instructions altogether. We are entitled to require you to make a payment to us on account of our fees at any time in our absolute discretion as a condition of continuing to work on your matter and, in dispute cases involving courts, tribunals, mediation or arbitration we will require you to pay our fees for preparing for and attending any of these in advance and in full.

Payment may be made by any major credit card subject to a surcharge of 2.5% for higher charging cards. There is no charge for payment by debit card.

RECOVERY OF LEGAL COSTS FROM OR BY ANOTHER PARTY TO A COURT CASE

You may be entitled to reimbursement of your legal costs from another person. If so, it is important that you understand that the other person may not be required to pay all of the fees and disbursements which you incur with us. You have to pay our fees and disbursements in the first place and any amounts which can be recovered will be by way of full or partial reimbursement of them. You will also be obliged to pay our fees and disbursements for seeking to recover any legal costs that the court orders another party to pay to you. The other person will not be liable to pay the VAT element of your legal costs if you are able to recover the VAT yourself.

Be warned that:-

- If the other party to a litigation case is in receipt of public funding, he/she will not be ordered to pay your legal costs no matter what the outcome of the case; and
- The approach of the Courts and other Tribunals in cases involving employment law, divorce and many other types of family litigation is increasingly that, unless one party has been particularly unreasonable, each party should bear their own legal costs;

In other court cases, if you are unsuccessful, you will usually be ordered to pay the other party's legal costs in addition to paying our own fees and disbursements. You may be able to insure against liability for the other side's legal costs. Please discuss this with us if this is of interest to you.

INTEREST

At the present time and due to low interest rates, it is not our policy to pay interest on money we hold in our client account, as the cost would normally outweigh the benefit.

In times when interest rates are significant we will, at your request, try to identify a suitable higher rate account to transfer the money to.

This policy will remain under review, and it is our intention to review it to the best advantage of clients.

Any tax issues will be your responsibility unless you ask our Tax Adviser to deal with them in writing.

CANCELLATION OF INSTRUCTIONS BY YOU

You may terminate your instructions to us in writing at any time but we will be entitled to charge you for the work we have done to date and to keep all your papers and documents while there is money owing to us. If at any stage you wish us to stop work and/or incurring fees and disbursements on your behalf, you must tell us this clearly and in writing.

CANCELLATION OF INSTRUCTIONS BY US

We will terminate our retainer only if there is a good reason to do so, such as:-

- A breakdown in trust and confidence between us;
- Failure on your part to provide us with clear or proper instructions;
- The direction of any physical or verbal abuse towards a member of our staff;
- Your non-payment of a bill or non-compliance with a request for a payment on account; or
- If, by continuing, we would be in breach of the Solicitors' Code of Conduct (eg. because of a conflict of interest).

If we do stop acting for you we will inform you in writing and tell you the reason.

If, for whatever reason, our retainer is terminated when court proceedings are ongoing we must remove ourselves from the court record. We therefore require all litigation clients to sign a "Notice of Acting in Person" which, if the circumstances require, we will send to the court and the other parties to avoid incurring the costs of making a formal application. If practicable, however, we will inform you in advance of our intention to take this course.

In addition to the above, if you are a consumer as opposed to a business AND our first substantive meeting with you took place somewhere other than at our offices you have a statutory right to cancel our contract. If this right applies in your case details and a cancellation notice are attached. Where the right applies and you sign and return these terms of business before the cancellation period expires, by doing so you will be informing us that:-

- You wish us to commence working on your behalf immediately; and
- Even if you choose to cancel our contract within the cancellation period you agree to pay for the work done by us up to the point of cancellation.

STORAGE OF FILES AND DOCUMENTS

Following completion of your matter, we will (except in the case of an abortive transaction when we will destroy the papers immediately) keep your file scanned in our archives for two years or such longer period as we consider reasonable, after which the file will be confidentially deleted. We will not, however, destroy any documents you ask us to hold in safe custody (such as Wills, Deeds, and other securities).

If you wish us to keep documents in safe custody we recommend Will Custodian Ltd which is a document storage company and under the same ownership as The Probate Department Ltd Solicitors but not regulated by the Solicitors Regulatory Authority. Please ask your case manager to provide you with the relevant details.

In addition to any legal right we may have to do so, you hereby agree that we are entitled to retain possession of all your papers and documents if there is money owing to us.

PROBLEMS AND CONCERNS WITH OUR SERVICE

Our clients are of first importance to us and we are committed to giving all of them an efficient and effective service at all times. We hope that you will be pleased with the work we do for you.

If, however, there is any aspect of our service or charges with which you are unhappy:-

- Please raise your concern in the first place with the person responsible for the day to day conduct of the matter;
- If you still have queries or concerns, please contact the lawyer responsible for overall supervision of the case;
- In the unlikely event, however, that he/she is unable to resolve the matter to your satisfaction a formal complaint should be addressed to "The Client Services Director" who will send you a copy of our complaints procedure (which is otherwise available on request) and conduct a full investigation on your behalf;
- Further, if you are dissatisfied with the outcome of our complaints process, you may refer the matter to the Legal Ombudsman (www.legalombudsman.org.uk) PO Box 6806, Wolverhampton WV1 9WJ within six months.

CONFIDENTIALITY

It is our duty to keep your business confidential. There are, however, a number of important exceptions and by accepting these terms and conditions of business you are authorising us to:-

- Give to any barrister or expert witness we may instruct on your behalf all relevant facts concerning both you and your case but they are, of course, required to preserve the confidentiality of all such information;
- Make our file of papers on your matter available for audit or quality inspection by The Solicitors Regulation Authority, The Law Society, the Legal Aid Agency and other external organisations and firms who may conduct audit or quality inspections on our practice and our client services, and who are required to maintain confidentiality in relation to your files;
- Inform the National Crime Agency if we know or suspect that a transaction may involve a crime, money laundering or terrorist financing.
- Email can be used between our firm and its Clients and others but we cannot guarantee its confidentiality. If you use e-mail to contact us or if you inform us of your e-mail address we will assume that you accept this risk unless you expressly tell us not to communicate by e-mail.

LIABILITY FOR NEGLIGENCE

Unless we have otherwise agreed with you in writing and save for any liability for death or personal injury, our liability to you for negligence or for breach of your instructions shall be limited to £3 million and we will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or for any damages, costs or losses attributable to lost profits or opportunities.

Reasonableness: we believe that the limitations on our liability as set out in these standard terms of engagement are reasonable, having regard to the availability and cost of professional indemnity insurance and potential changes in its availability and costs.

Standard of Service: we will perform our obligations to you with reasonable skill and care.

Our principal, Directors, members and staff: you acknowledge and agree that any liability for any loss, damage, costs and/or expenses suffered or incurred by you arising from, relating to or resulting from the provision of the Services will be the liability of this firm only and not of their respective principal, Directors, members, consultants, agents or contractors. You undertake that you will in no circumstances bring any action in respect of any such loss, damage, costs and or expenses, whether arising in contract, negligence or otherwise any of our principal (in their personal capacity), Directors, members, consultants, employees, agents or contractors. This clause is intended to benefit such principal, Directors, members, consultants, employees, agents and contractors who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 (the Contracts Act). Other than as expressly provided for in this clause, the provision of the Contracts Act is excluded.

Liability Limit: subject to the section dealing with “areas of unlimited liability below”, the liability of this firm, whether arising in contract, negligence or otherwise, for any losses, damages, costs and expenses arising to you in respect of any of the service shall in no circumstances exceed in aggregate the amount of £3 million. All other liability is expressly excluded.

In particular, but without limitation, liability for increased costs or expenses, loss or profits, indirect or consequential loss including, without limitation, economic loss or failure to realise anticipated savings or benefits is excluded.

Areas of unlimited liability: nothing in these terms shall limit or exclude this firm's liability for death or personal injury resulting from its principals, Directors, members or employees negligence or for fraud or fraudulent misrepresentation or to the extent this firm is precluded or restricted from excluding liability by any applicable law and or rules of professional conduct.

Our professional indemnity insurers are Elite Insurance Company, Centennium House, 100 Lower Thames Street, London, EC3R 6DL piclaims@elite-insurance.co.uk and our insurance cover is worldwide.

DATA PROTECTION ACT

We may use your personal information for the purposes of administration, statutory returns, legal and regulatory compliance, management of our practice, advertising, marketing, keeping accounts and for the provision of legal services. We may communicate with you through any means of communication for which you have given us contact details. We may be obliged by government or regulatory compliance rules to carry out searches of electronic databases to verify your identity and address and, when we are obliged to do so, we will require you to reimburse the search fee charged to us. Your personal information will not be shared with another organisation without your consent. By accepting these terms and conditions you consent to us processing your data (including any sensitive personal data as defined in the Data Protection Act 1998) for the above purposes. You are entitled to request of us a copy of your information, for which we charge a fee of £10, and the correction of any inaccuracies in your data. **If you do not wish to receive marketing and other legal information from us please tick this box** .

MONEY LAUNDERING

To comply with regulations relating to the prevention of money laundering and financial crime, we will:-

- Require evidence of your identity and address and, in the case of a company, of its officers;

- Need confirmation and evidence of the sources of any funding you may provide or arrange for your transaction;
- Not accept any money into our bank account without having first established the legitimacy of its source;
- Not accept any payments in cash except for payment of our professional fees and VAT;
- Not accept instructions to pay to a third party any money due to you.

In certain circumstances we may be obliged to carry out electronic searches to verify your identity and if this is necessary we will charge for the time in carrying out the search and the cost of the search itself.

INTRODUCERS

In circumstances, where you were introduced to us via a professional third party, we may have an agreement with that third party to pay them a percentage of the fee (usually 15%). This is NOT a cost to you. The referral fee is an office expense and therefore reduces our net profit. If the referral fee is more than 15% you will be notified in your letter of engagement. The referral fee will only be above 15% where the introducer is undertaking substantial work on your behalf, for example attending meetings with you to witness signatures (with your consent).

STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep your scanned file (for no more than 6 years) and return any original documents to you, after which the paper file will be confidentially shredded. We will keep the file on the understanding that we have the authority to destroy it 6 years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

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 documents 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.

EQUALITY & DIVERSITY

We are committed to promoting equality and diversity in all of our dealings with clients, employees, suppliers and third parties and will, upon request, send you a copy of our equality and diversity policy.

PERSONAL GUARANTEE

If you sign these terms and conditions on behalf of another person or entity such as a Limited Company or a Partnership, or in your capacity as a Trustee, Attorney or Executor, by doing so you personally guarantee the prompt payment of all monies due to us by our client from time to time.

Such guarantee will not be invalidated by any time or other indulgence we may give to, nor by any compromise we may agree with, our client.

APPLICATION OF TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed in writing and subject to the application of our then current charging rates, these Terms and Conditions of Business shall exclusively apply to these and any future instructions given by you to this firm. Although your continuing instructions in this matter will

amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until they have been signed and returned to us. The charging rates set out in our Engagement Letter will apply to work carried out for you prior to signature and return of these Terms and Conditions of Business.

I confirm that I have read, understood and accept these Terms and Conditions of Business.

Signed: **Date:**

Name/s of Signatory:

Position (if relevant):