

**TERMS & CONDITIONS OF BUSINESS
SCHEDULE OF IMPORTANT INFORMATION**

Please refer to the clause number stated in the second column in the attached terms and conditions for more detail on any item. Please sign the attached acknowledgement and return to us.

CLIENT(S)	1	XXXXXXXXXX			
MATTER(S)	1	XXXXXXXXXX			
MATTER REF:	1	RNA/999999			
ESTIMATED TIMESCALE:	7	x to x months			
FIRM DETAILS					
Postal address for all correspondence	1	Probate Solicitors Limited 1705 High Street, Knowle Solihull B93 0LN			
Telephone	2	01564 758055			
Opening hours	1	9.00am – 5.00pm Monday to Friday			
Website	1	www.probate-solicitors.co.uk			
SRA Registration Number	1	545298			
Company Registration Number	1	07275702			
VAT registration Number	1	165 377 386			
Data Protection Registration Number	1	Z2383114			
Directors	1	Richard N Arney & Caroline J Wilden			
FEE EARNER					
Who is dealing with your file	2	XXXXXXXXXXXXXXXXXX			
Their qualifications and role	2	xxx			
Their hourly rate	7	£240.00 + VAT			
Alternative Contact	2	XXXXXXXXXXXXXXXXXX			
Their supervisor	2	xxxxxxx			
FEES & CHARGES					
Quoted fixed fee		4			
VAT		4			
Expected Disbursements (see letter)		4			
Estimated TOTAL charges (not including unquoted third party fees)		4			
INTEREST RATES (13)					
Basic rate	0.01%	Longer term rate	0.05%	De minimis	£30.00
BANKING AND BANK CHARGES					
BACS Limit	£250,000 per day	5	CHAPS (inc VAT)	£60.00	BACS (inc VAT) £30.00
Banks with whom we may hold deposits		9	Lloyds, Metro Bank & Santander		
INSURANCE AND LIMITS					
Current Professional Indemnity Insurer		8	Endurance Worldwide Insurance Ltd		
Our cover & maximum liability to you		8	£3,000,000		
COMPLAINTS					
Complaints Officer		24	Richard Arney		

PROBATE SOLICITORS LIMITED

Terms and Conditions of Business

We set out in this statement the basis on which we will provide our professional services.

1. The Parties

We use the word "company" or "PSL" to refer to Probate Solicitors Limited and the word "directors" to indicate the managing owners of the business.

You are the client.

"The Schedule" – means the schedule attached.

Our VAT registration number is as stated in the Schedule.

Our opening hours are detailed on the Schedule.

PSL, PSL Solicitors and PSL Probate Solicitors are trading names of Probate Solicitors Limited.

Our Company Registration Number is as stated in the Schedule. The directors are shown on the Schedule.

We are regulated and authorised by the Solicitors Regulation Authority (SRA) our registration number is shown in the Schedule.

The SRA Code of Conduct sets out the regulatory framework imposed on service providers such as ours. The current edition of the SRA Code is available on the SRA Website at www.sra.org.uk.

2. Your commitment to Us

We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required result. We shall not refer to you for specific instructions every time we take a step. If, therefore, there is a limit to what we are required to do, or a limit to expenditure, we must be notified of this in advance.

3. Our Commitment to You

We will:

1. Provide you with an efficient, professional and effective service;
2. Represent your interests and keep your business confidential;
3. Explain to you the legal work which may be required and the prospects of a successful outcome;
4. Make sure that you understand the likely degree of financial risk which you will be taking on;
5. Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us;
6. Try to avoid using technical legal language when writing to you – please tell us when we fail to do this.

4. Charges and Expenses

Provided we are not requested to do any more work than when that fixed fee was agreed in the Client Care Letter, we will not make any additional charge. However, we reserve the right to make an additional charge in the event that the matter becomes more complex or lengthier than originally estimated. This would entail either increasing our fee estimate or charging at an hourly rate for the additional work involved. In the latter case we would try and give you our best estimate of the likely additional cost or, where this is not possible, we would obtain your authority to carry out work to an agreed fee limit.

We will add VAT to bills at the rate that applies when the work is done.

We have no obligation to pay disbursements unless you have provided us with the funds for that purpose. We normally require such a payment in advance of disbursements and other costs.

Where, for any reason, a matter does not proceed to completion, we will be entitled to charge you for work done on a time spent basis and for expenses incurred. Any charge made will not exceed the amount of our estimate even if the time spent would justify a higher fee.

Normally we will deduct payment first from any money that we hold on your behalf. Where we are not holding money, we accept payment by cheque, bankers draft, telegraphic transfer, BACS and Faster Payments. We can accept debit or credit cards. We may charge a fee for payments made by credit card or via our online PayPal account, as detailed in the Schedule. We do not accept cash payments above the figure included in the Schedule. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

5. Electronic Payments and Payment clearance

The clearance time for cards is three working days and for cheques is five working days. BACS payments have a clearance time of three working days unless they are sent using the Faster Payment scheme when they will be treated as cleared after 24 hours. CHAPS payments are cleared upon receipt. PayPal payments are treated as cleared after three days from notification to us by PayPal.

There is a daily limit to payments that can be made by us by BACS which is specified in the Schedule. Any payments over this limit have to be made by CHAPS; payments below this limit can also be made by CHAPS. We will charge you the figure detailed in the Schedule for each payment made electronically.

As a security and anti-fraud measure, if you wish payment to be made to you electronically you will need to supply us with a cancelled cheque, bank statement or paying-in slip showing your name and the account number.

Our charging rates are reviewed annually to reflect amongst other things, rises in inflation, staff costs and other overheads. Should the charge rates increase before your matter is concluded, I shall let you know the increased rates when I next write to you following the review.

6. Solvency, fraud prevention and identity checks

Before distributing any money to beneficiaries, we are obliged to undertake a bankruptcy search/solvency check. We may also need to undertake similar checks against you, the client, or in the case of probate, the deceased. Charges for this (usually £2 per name) will be added to your bill.

We are obliged to check the identity of all clients. This may include an online check with SmartSearch or CreditSafe or a similar agency but please be assured that this does not affect your credit rating although a record of the search may exist.

All advice given to clients is entirely confidential, but:

- Money laundering regulations may require disclosure of confidential information by law. Please note that we accept no responsibility for any loss arising from compliance with the money laundering provisions of the Proceeds of Crime Act 2002 and any amending legislation howsoever caused.
- The Solicitors Regulation Authority and other supervisory bodies may call for a file which is the subject of a complaint.
- A court order can compel disclosure of confidential material in certain circumstances.

The law now requires solicitors as well as banks, building societies and others to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering we will need to obtain evidence of your identity as soon as practicable.

Solicitors are under a professional and legal obligation to keep your affairs confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.

7. Timescale

The timescale provided in the Schedule is an estimate. It does not take into account any third party complications and non straightforward issues arising. If something does occur that would alter the time scale, we will notify you.

8. Liability

Please note that any liability which this firm may incur in the course of providing legal services is hereby limited to the minimum level of solicitor's compulsory professional indemnity insurance, as specified in the Schedule.

If you feel we have been unprofessional or negligent in the handling of your matter you should follow our Complaints Procedure (see below) stating your reasons. Many apparent mistakes are actually just misunderstandings and can be resolved once the matter is discussed openly. If we cannot resolve the matter then we may have to advise you to seek independent advice from another solicitor. Please note that if this is the case then we will most likely have to cease acting for you completely in all matters.

Failure to follow our published procedure might prevent you from pursuing the matter further with the Legal Ombudsman (see below).

MONEY HELD BY US & INTEREST PAYMENTS

9. Safety of money on deposit

We try to hold money on deposit where possible although much has to be held on current account to meet day to day payments. The banks we use are listed in the Schedule. Under the deposit protection scheme your funds will be protected up to The Financial Services Compensation Scheme (FSCS) limit but any funds you hold in your own name with these banks will be aggregated to the funds that we hold on your behalf in calculating this total. PSL shall not be liable for any losses incurred by you as a result of the company's bank or banks becoming insolvent and not able to repay its full deposits.

As part of carrying out your work we may need to hold your money or money that will become due to you in our client account. In holding such money we have an obligation to pay interest on that money at a fair and reasonable rate. This policy sets out the guidelines for when interest is payable.

Investment of funds is not our core business. It is therefore likely that the rates of interest payable by the company will not be as high as clients might obtain by careful investment themselves. The company must also ensure that money held is immediately available and this affects the rate of interest obtainable. A proportion of the money held by the company is inevitably in a current account that attracts no interest at all.

10. Income Tax

Interest on our general client account will normally be paid to you gross and it will be your responsibility to account to HMRC for any income tax due. Interest on a designated deposit account will usually be paid net of basic rate tax.

If you live outside of the UK we may be required to deduct tax from the amount due to you and account to HMRC for it under the European Savings Directive regulations 2003/48/EC.

11. Interim Payments

It is our policy not to hold client money any longer than necessary and where possible, to make significant interim payments where a final payment is not yet possible. The ability to make interim payments will depend on how much needs to be reserved for contingent liabilities and whether those amounts can be estimated. This might occur, for instance, on the administration of an estate where not all the debts are finalised or the house not sold but significant sums of money have already been received.

12. Cleared Funds

Cheques are generally cleared five working days after receipt and standard BACS/credit & debit cards payments after three working days. Cash, CHAPS and Faster Payments are treated as cleared for interest purposes only the day following receipt.

13. Rates of Interest

Interest is only paid on cleared funds (see section 5 above). Except in exceptional circumstances interest will not be paid where the amount of interest due is less than the *de minimis* figure included in the Schedule.

The initial rate applicable at the outset of your case is stated in the attached Schedule but this will vary from time to time in line with the bank's rate. This is because we have to hold some money in an account bearing no interest and some at a slightly higher rate. This also has to be offset

against bank charges and any penalties for early withdrawal. We have therefore averaged the rate out to be as fair as possible to every client.

Interest will be calculated at the end of the matter and will be credited to the client ledger at that date.

14. Longer term investments

Where we will clearly be holding the money for a long period, defined generally as more than one year, a higher rate of interest may be paid. Typically this is in cases where the firm is acting as a Trustee, Attorney or Deputy but might also include the administration of the estate where interim payments are not possible or a beneficiary is too young to be paid. Interest will be payable at the rate awarded on the company's bank account. The current rate specified in the Schedule but this may change from time to time.

15. Designated Deposit Accounts

For longer term deposits we may put money into a designated deposit account. In that case the interest awarded to the client will be that credited to that account less any administration fee. Investment in Designated Deposit Accounts is not normally covered by our general retainer therefore we reserve the right to apply a reasonable separate administration fee per annum for operating such an account if this involves us in extra work.

OUR AGREEMENT WITH YOU

16. Communication between You and Us

We will aim to communicate with you by such method as you may request.

We do not accept service of documents by e-mail or fax.

We may need to virus check discs or e-mail.

Unless instructed otherwise, we may communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by such media.

The person dealing with your matter, their supervisor and contact details are detailed in the Schedule.

17. Your Responsibilities

We ask that you work with us in the following ways:

- that you respond to any requests for payment and pay our fees and all disbursements without delay;
- that you respond to our request for information and instructions;
- that you respect all staff of the firm in how you deal with or speak to them;
- that you give full and accurate instructions and information during the course of the matter;
- that you tell us promptly of any approach by or discussions with any other party involved with the matter;
- that you tell us promptly of any change of circumstances or progress in any aspect of the matter that you have to deal with;
- that you tell us promptly if there is anything that you do not understand or that troubles you.

18. Termination

Instructions may be terminated at any time. Termination of instructions must be in writing, to be effective. Termination via email is only acceptable if we acknowledge your request.

We will be entitled to keep all papers, documents and property while there is money owing to us for our charges and expenses.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions, you may have the right to withdraw, without charge, within fourteen working days of the date on which we were asked to act. However, if a client asks us to start work within that period, you lose that right to withdraw. Acceptance of these terms and conditions of business will amount to such consent. If you wish to withdraw instructions, notice should be given by telephone, e-mail or letter to the person named in the Schedule as being responsible for your work. The regulations require us to inform clients if the work involved is likely to take more than 30 days.

19. Cost Benefit Analysis & Reviews

We have to consider throughout your case whether there is sufficient benefit to you and whether the cost is justified. If at any stage this proves not to be feasible, we will advise you accordingly.

FINANCIAL SERVICES & INSURANCE CONTRACTS

20. Limitation of the provision of financial advice

We are not authorised by the Financial Conduct Authority. We are, however, included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising on and selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/register.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society.

We are happy to let you have our list of independent financial advisers if required. These are advisers whom we have dealt with in the past and appear to have a good understanding of the issues facing our typical clients.

STORAGE OF YOUR FILE & DATA PROTECTION

21. Storage Of Papers And Documents

Concluded files will normally be stored for a period of 6 years except will files which we shall attempt to retain for your lifetime or until notified of a new Will. After that, storage is on the clear understanding that we have the right to destroy papers. If you do not wish for your file to be destroyed, you can 1) Collect the file, 2) pay for the delivery of the file to your address or 3) pay for ongoing storage.

If you require such papers (including pre-registration deeds and documents where the title to a property has been registered at HM Land Registry) to be kept for any

specific period you must give notice in writing to us to that effect and, in the event of such notice being given, we reserve the right to require you to take personal custody of the papers. This provision does not apply to current Deeds, Wills and Securities. In some cases (and in the interest of saving space and therefore keeping control of overheads), we may make a nominal archiving charge on the bill or invoice to you. Files will normally be retained in our archives for the period of time recommended by the Law Society.

We provide a safe custody service to clients in respect of Wills, Deeds, Powers of Attorneys, Probates and other Securities. If you prefer, the documents can be returned to you for storage.

Where such stored documents are retrieved from storage by us in connection with continuing or new instructions to us with regard to your affairs no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on time spent in retrieval and any perusal, correspondence, or other work necessary to comply with the instructions given by or on your behalf including the cost of sending these out Royal Mail Special Delivery where posting is required. This charge will vary depending on the quantity of documents stored.

22. Data Protection and Outsourcing

We, as a data controller, are bound by the requirements of the Data Protection Act 1998. More information is available at www.ico.gov.uk. Our registration number is shown in the Schedule.

Where appropriate, you acknowledge that we are entitled to obtain, use, process and disclose your personal data to enable us to discharge the services which we have agreed to provide, and for other related purposes including carrying out credit checks in relation to you, updating client records, analysis for management purposes, crime prevention and legal and regulatory compliance. We may use the personal data for the purpose of notifying you of changes in the law and for other marketing purposes. Please notify us if you would rather not receive this material.

In respect of other uses of your personal data, we shall seek appropriate permission as applicable.

We need to inform you that some of your data will be accessible to third parties in order for the efficient running of IT systems and software. All such access is controlled by confidentiality contracts, systems of support and limited wherever possible.

All third parties who have access to your data have been assessed as to their trustworthiness and you can rest assured that we give the issue of your confidentiality the highest priority.

23. Confidentiality

Everything on your file will be kept confidential. As part of the quality check on our work, the Solicitors Regulation Authority and Lexcel auditors may ask to see your file but they will keep the contents confidential too. I may write to other agencies but this will be with your consent. If you would prefer to withhold consent please put a line through this section in the Terms and Conditions of Business and return to us.

COMPLAINTS

24. How to complain

We sincerely hope that you will not have cause to complain but if you do then complaints will be dealt with under the following procedure.

In the event of a complaint, you should raise the concern in the first place with the person dealing with the particular matter.

The complaint does not have to be put in writing, although setting out clearly the issues and the action you wish us to take may help us to resolve your concerns more quickly.

If these steps do not resolve the problem you should contact the Complaints Officer detailed in the Schedule unless that person was the fee earner actually dealing with the case.

A full complaints procedure is available on our website at www.probate-solicitors.co.uk/complaints or by writing to us.

If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ; telephone: 0300 555 0333; website: www.legalombudsman.org.uk.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

MISCELLANEOUS

25. Tax Planning Advice

Any work that we do for clients may involve tax implications or necessitate the consideration of tax planning strategies. Any responsibility to advise on the tax implications of a transaction that we are instructed to carry out, or the likelihood of them arising, cannot be implied and must be the subject of specific and express agreement. Any advice given will be of a general nature unless specifically agreed otherwise.

26. Equality and Diversity

The firm is committed to preventing discrimination and promoting equality and greater diversity. Please contact us if you would like a copy of our policy.

27. Applicable Law

Please note that these terms and conditions are incorporated in the Retainer. The Retainer shall be construed and interpreted in every case in accordance with the laws of England and Wales and both you and we submit to the non-exclusive jurisdiction of the England courts.

28. Terms & Conditions of Business

If you require clarification on any of these points please do not hesitate to let us know.

Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given to this practice.