

Foot Tayler

Terms of business for probate and wills

We have prepared this document to make our terms and conditions of business as clear and understandable as possible, and to anticipate, as best we can, any queries you may have about working with us. However, we are always pleased to discuss any issues further if required. This is an important document and we suggest you keep it safe for future reference.

The following areas are covered in these terms of business:

1. Service standards
2. Responsibilities
3. Hours of business
4. Anti-money laundering obligations
5. Financial matters
6. Professional indemnity insurance
7. Equality and diversity
8. Data protection
9. Complaints
10. Storage of papers
11. Review of files
12. Limitation of liability
13. Applicable law
14. Ending our services
15. Acceptance of terms and conditions

1 Service standards

We aim to provide you with high standards of service at all times. We are also committed to the Professional Standards laid down by the Solicitors Regulation Authority.

We will:

- keep you regularly informed in writing of progress with your matter;
- communicate with you in plain language;
- explain to you in writing the legal work which is required as your matter progresses;
- keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.
- We are committed to the Professional Standards laid down by the Solicitors Regulation Authority.

The Quotation (attached to these Terms of Business) notifies you of the following details:-

1. The name of the person or persons who are dealing on a day to day basis with your matter.
2. The name of the supervising partner if applicable.

If we have to transfer your matter to a new Fee Earner then you will be notified of this.

We would ask you if you do not understand anything to please always ask. We want you to be happy with our service and to make it as 'pain free' as possible. We are here to help you.

2 Responsibilities

The partner primarily responsible for the conduct of your matter will be Sheelagh Foort who is a Solicitor specialising in Wills and Probate as well as all aspects of conveyancing. If you need to telephone please ask to speak to Ms Foort. If she is unavailable, you will be put through to her Secretary who may be able to assist you in the first instance who will be pleased to take any messages from you.

To achieve the best possible outcome in your case, we need to work together with you. We will:

- review your matter regularly;
- advise you on the law;
- follow your instructions;
- (if applicable) update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

You need to:

- provide us with clear and timely instructions;
- provide us promptly with the information and documents required to complete the transaction.

3 Hours of business

Our office hours are from 9am to 5pm Monday to Friday. Messages can be left on the answer phone outside these hours and appointments may be able to take place at other times when this is essential.

4 Anti-money laundering obligations

Evidence of identity

The law requires solicitors, banks, building societies and others to obtain satisfactory evidence of the identity of their client and, at times, people related to the client or their case. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable, and in any event before we can proceed with your matter.

Unless you are an existing client who has previously supplied information, you are requested to supply; one item from List A and one item from List B. We would prefer the originals which will be returned to you after we have taken copies.

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Driving Licence (paper) or UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Council Tax bill (provided it is fewer than three (3) months old).
3. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.
4. UK Driving Licence provided not used for proof of identity.

If you are unable to provide us with the specific identification requested, please contact our office as soon as possible so that we can discuss alternative ways to verify your identity

Confidentiality

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

5 Financial matters

5.1 Financial arrangements

It is our policy to only accept cash up to £350.00 from clients.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

If we are instructed jointly on a transaction and you require monies to be paid into a sole account we will need written authority from both parties.

5.2 Interest on money owed to you

As part of carrying out your instructions to us we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy: If you require a copy of our current policy on interest please ask and we will forward it to you.

We aim to account to you for interest at a reasonable rate of interest, however, as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money with your bank.

Any money received on your behalf will be held in our practice's client account. Money held by us (and accrued interest or fair sums in lieu of interest) may be taken by us in payment or part payment of our invoices or expenses paid on your behalf, whether overdue or related to the subject matter of the invoice or disbursement or not. This will include invoices, expenses and monies held for or on behalf of persons or entities associated with you or in which you have an interest, unless specifically excluded in writing.

Subject to certain minimum amounts and periods of time interest will be calculated and paid to you at the rate from time to time payable on our Barclays Bank Client Account.

The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that cheque(s) are issued.

All monies held by us for you will be deposited with a bank or banks that we consider to be reputable. However, we cannot guarantee the security of money held in our client bank account(s) against the risk of losses arising from the failure or default of any bank. If any bank should fail to remit such money to you, to us or to a third party on your behalf, we will have no liability to make good any shortfall or to otherwise compensate you for any loss arising as a result, unless we acted in breach of our contractual or other duties to you when choosing our bank(s). In that case, our aggregate liability to you and any other person who

suffer loss as a result of the failure of any bank to remit money held for you shall be limited to a maximum of £5 million.

5.3 Costs

5.3.1 Costs - Wills

We will usually charge a fixed fee based on our current rate which is available at any time from Sheelagh Foort's Secretary. Expenses and VAT are payable in addition to that amount. We will send you a bill on completion of our work for you – usually once we have prepared an engrossment of the Will. This does not of course apply if the will has been prepared under one of the Charity schemes such as Will Aid

Costs - Probate

5.3.2 How we calculate charges

Our charges will be calculated by reference to the time we actually spend working on your matter. This will include:-

- Attending meetings and negotiations
- Reading, preparing and working on papers
- Making and responding to telephone calls, emails, faxes and letters

5.3.2 Our hourly rates are set out below. We review our hourly rates each year on 1st January to take into account increases in costs. We will notify you in writing if the rates you are being charged are increased and the date from which the increases will apply.

We will charge you £175 for each hour spent on your matter by Sheelagh Foort

Where others are required to assist with your matter, we will charge you the following hourly rates for their work:

Grade	Description	Hourly Rate
1	Partners with over 8 years' post qualification experience	£175
2	Solicitors and legal executives with over 4 years' post qualification experience	£165
3.	Solicitors of less than 4 years' post qualification experience, legal executives and fee earners with equivalent experience	£140
4	Trainees, paralegals and fee earners of equivalent experience	£100

All routine correspondence which we write will be charged at 1/10th of the hourly rate, while routine correspondence we receive will be charged at 1/20th of the hourly rate.

All routine telephone calls, either made or received, will be charged at 1/10th of the hourly rate.

More complicated correspondence and telephone calls will be charged at the hourly rate for the actual time they take.

If your instructions mean we have to work outside normal office hours, we may increase the level of the hourly rates. We will notify you in writing of any increases.

We will add VAT to our fees at the rate that applies when the work is completed. Currently VAT is charged at 20%.

5.3.3 Other Expenses

There may be other expenses which we need to pay on your behalf. These may include court fee for obtaining probate/letters of administration, fee for swearing oath.

These will be listed separately on our bill and you may be charged VAT in relation to these expenses

5.3.4 Payment of expenses in Advance

Where we have to make payments to third parties to cover expenses such as court costs we may ask you to pay us first to help prevent delaying your matter. As we become aware of payments which will need to be made we will write to you to ask you to send a cheque to us to cover the payments as the matter progresses

When we send you bills, we will make sure we include the amounts you have already paid. If there are any advance funds left over, we will put them against the fees which need to be paid for. You should note that the total bill for expenses may be greater than the amount which you have paid in advance.

We reserve the right to charge you interest on unpaid bills at 5% over Barclays Bank Base Rate per year, from one month after the delivery of our bill.

5.3.5 Interim Bills - Probate

We may send you an interim bill for our fees and expenses while the work is in progress. This enables you to budget as the work progresses. We will send a final bill after completion of the work.

You may also set a limit on the fees and expenses we can incur in relation to your matter. This means you have to pay our fees and expenses up to this limit, but we must ask your permission to continue working on your matter if it looks like you will have to pay more than the limit you have set. We will write to you

before we reach the limit, and explain why your matter is likely to cost more, review our estimate of which much your matter is likely to cost and ask you to agree a new limit, before we can do more work on your matter.

Payment of an interim or final bill will usually be taken out of the estate in probate matters but otherwise is required within 28 days. We may charge you interest on unpaid bills at 5% over Barclays Bank plc base rate per year, from one month after the delivery of our bill.

If this matter does not proceed to a conclusion, we will charge you for the work we have done and for expenses incurred.

We are entitled to pay your bill from monies received by us on your behalf and to retain your file of papers or other property until payment is made.

5.4 Insurance advice

We are not authorised by the Financial Services Authority. We are, however, included on the register maintained by the Financial Services 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 Services Authority website at www.fsa.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 has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

6 Professional indemnity insurance

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance. Details of Foort Tayler's insurance can be obtained from our office on request.

7 Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

8 Data protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records;
- analysis for management purposes and statutory returns; and
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

9 Complaints

Foort Tayler is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received please contact Sheelagh Foort on 01371 875200 or smf@foort-tayler.co.uk or by post to our office at 75 High Street, Great Dunmow, Essex CM6 1AE. A copy of our complaints policy is available on request via Sheelagh Foort.

If, having followed our complaints procedure you remain dissatisfied with our handling of your matter, or our handling of your complaint, you may be able to refer your complaint to the Legal Ombudsman whose contact details are:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Website: www.legalombudsman.org.uk

E-mail: enquiries@legalombudsman.org.uk

Telephone: 0300 555 0333

10. Storage of papers

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no less than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in our deeds safe.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you for:

- time spent producing stored papers requested; and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

11 Review of files

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

12 Limitation of liability

Our liability to you for a breach of your instructions shall be limited to £5 million or such other higher amount as expressly set out in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

13 Applicable law

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

14 Ending our services

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. 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 be required to pay for the expenses which we have already paid and a percentage of our fees which is considered reasonable to cover the work we have already undertaken.

15 Acceptance of Terms and Conditions

This document and our Retainer letter contain the entire agreement and understanding between us about the terms and conditions upon which we propose to act for you in this matter. You acknowledge that you have not relied on any assurance of whatever nature (including any innocent or negligent misrepresentation or misstatement) which is not expressly set out in this documentation. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. In such an event we will keep you informed of our progress.

If we are acting for you jointly this is your authority for us to accept instructions from either of you.