
TERMS OF BUSINESS

In accordance with our professional rules we are obliged to inform our clients in writing of the basis on which we provide our services, making it clear from the outset what you, as our client, and us, as your legal representatives, can expect in various circumstances. These terms will not limit our professional duty as probate lawyers to safeguard your interests and to provide proper legal advice.

Please read the following terms carefully and confirm your acceptance by signing and returning the duplicate enclosed.

FEES, DISBURSEMENTS and OTHER COSTS

Our estimate of fees and disbursements is based on the information that you have given us. You will appreciate that it is not always possible to foresee at the outset the amount of work involved or all disbursements that will be needed, and occasionally additional work is required, resulting in additional costs. For example, in some cases unexpected developments may make the transaction more complicated or more protracted than anticipated and this may entail additional fees. If this should happen then we would advise you of any significant increase in our fees and/or disbursements when they arise. If you disagree with the change in fees, you should write to us promptly with your reasons.

INTERIM FEES / ABORTIVE WORK

In the event that the transaction does not proceed to completion, for whatever reason, we reserve the right to make a charge for the abortive work and any sums we have paid out on your behalf. The charge will reflect the amount of work done and the time taken and it will be based on a proportion of the estimated fee (in proportion to how much work has been done).

From time to time it may be necessary to send you an interim bill for all work carried out to date and in that case we would write to you with full details and obtain your consent to settle the amount from funds already held on account (if any).

CLEARED FUNDS and PAYMENT OF BILLS

If you ask us to settle outstanding bills or other disbursements on your behalf and you have given us a cheque for the appropriate sum, please note that in some cases the cheque can take up to **10 working days** to clear through the banking system. If clearance is delayed because you submit the funds too late, or by inappropriate means, we will not be held liable for any loss that arises from this, for as long as your funds remain uncleared.

INTEREST ON MONEY HELD

Unless it is agreed to the contrary in writing, we are not required to account to you for interest that accrues or might accrue on any money that we receive for you or on your behalf. Your acceptance of these terms is considered to be an agreement to this effect.

PROOF OF IDENTITY

We must by law obtain sufficient evidence of your identity and your address. Please help us to do so by giving us the information and documentation we ask for. We will be unable to proceed with your transaction until this has been provided.

CONFIDENTIALITY

As lawyers, we are under a general professional and legal obligation to keep your affairs confidential. However, we are required by current legislation to make a report to the Serious Organised Crime Agency (SOCA) where we know or suspect that a transaction involves Money Laundering or Terrorist financing. By instructing us to act on your behalf in accordance with these terms of business you give us irrevocable authority to make a disclosure to SOCA if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

CEASING TO ACT

In rare cases, a problem may arise such as a breakdown in the relationship of trust and mutual respect between this firm and you, as our client, or where we cannot reasonably obtain instructions. If this situation arises then we can, on giving you reasonable notice and a full explanation, decline to act and ask you to appoint another lawyer. If we cease to act for you in these circumstances then we shall prepare and send to you an invoice for the legal work carried out to date including all disbursements expended on your behalf.

GENERAL

In our office all work will be ultimately under the control and supervision of **Mary Hoffman** or **Sheila Fox**. However if Mary or Sheila are unavailable at any time, you can contact their personal assistant who will be familiar with your file and who will be able to assist you. We also work as a team and this helps to avoid the complaints so often heard in connection with the legal profession that work stops when someone is on holiday. Once we receive your instructions we shall confirm your personal contact details.

CLIENT CARE

This Practice has the benefit of professional liability insurance in respect of probate and estate administration provided in England and Wales with ACE European Group Limited and WR Berkley Insurance (Europe) Limited who may be contacted through their brokers Prime Professions Limited of 155 Fenchurch Street, London EC3M 6AL. We are regulated by the Council for Licensed Conveyancers ('the CLC').

COMPLAINTS

If you are unhappy with any aspect of the service provided by us, please bring it to our attention without delay and we can then take the appropriate action. You should write in the first instance to either Sheila Fox or Mary Hoffman at:- TLC Probate Lawyers, Regus House, Windmill Hill Business Park, Whitehill Way, Swindon SN5 6QR – Tel: 01793 538198/821104.

Once we have received your complaint we will write to you within 7 days to explain how this will be investigated, if a complete response has not been given to you by that time. You will be told the latest date by which a complete answer will be given to you (this should be no more than 28 days after we received your complaint). If you have made a complaint verbally –either at a meeting or on the telephone – we will set out, in our full response, our understanding of the nature of your complaint.

The assessment of the complaint will be based upon a sufficient and impartial investigation. We will explain in writing our findings, and where the complaint is upheld, we will offer remedial action or redress. This will be dealt with promptly. If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact directly the Legal Ombudsman to ask them to consider your complaint further:-

Legal Ombudsman, PO Box 15870, Birmingham B30 9EB
Tel: 0300 555 0333
enquiries@legalombudsman.org.uk/enquiries@officeforlegalcomplaints.org.uk
www.officeforlegalcomplaints.org.uk/<http://www.legalombudsman.org.uk>.

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you in the first instance to allow us to consider and respond to your complaint in accordance with the procedure set out above. You can refer your complaint to the Legal Ombudsman up to 6 months after you have received our final written response (or within 12 months of you discovering a problem, whichever is the later). You can also refer your complaint to the Legal Ombudsman if we have not resolved your complaint within 8 weeks after we received it.

The Legal Ombudsman deals with service-related complaints only; it will refer any conduct-related complaints it receives to the 'CLC' at 16 Glebe Road, Chelmsford CM1 1QG (www.conveyancer.org.uk).

If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the 'CLC' (from whom details can be obtained).

SATURDAY OPENING TIMES

We know how difficult it can be for you to find the time to come in and see us during the week, particularly if you have to ask for time off work or because you have other commitments. For your convenience we are now available (by appointment) on Saturday morning 9am-1pm (except bank holiday weekends).

TO BE COMPLETED BY CLIENT (if there is more than one client, all must complete and sign below)

I/We accept the above terms of business

FULL NAME(S) OF CLIENTS (in capitals please)	SIGNATURE of CLIENT(S)	DATE
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