

OUR TERMS OF BUSINESS

1. Introduction

About us

A F Hill is a limited company (registration number 7584918). Our registered address is 36, Metro Central Heights London SE1 6BA.

Terms

These terms apply to the services that you have instructed us to provide. We will carry out the work in line with our engagement letter and these terms. If there is any difference between the engagement letter and these terms, the engagement letter will apply.

Your continuing instructions will confirm that you accept these terms and any engagement letter we have sent. Unless otherwise agreed, these terms and the engagement letter will apply to any future instructions you give us. We will review these terms from time to time and will notify you of any changes to them.

Communication

We are open from 9am to 5pm Monday to Friday, excluding bank holidays. Appointments can be arranged at other times, when this is essential.

Our office number is 0203 612 4734. Messages can be left on the answerphone outside of normal office opening hours.

You can email us at andrew@afhill.co.uk. Unless you withdraw consent, we will communicate with you and others when appropriate by e-mail, but we cannot be responsible for the security of correspondence and documents sent by e-mail, nor can we accept responsibility for computer-generated viruses.

2 Our services

We aim to provide a high-quality service and to make sure that the matters we handle for you are dealt with as smoothly as possible.

As part of our commitment to you, we will:

- ❖ represent your interests and carry out the work with reasonable skill and care;
- ❖ explain the legal work that will be required;
- ❖ keep you regularly informed of progress;
- ❖ deal with your queries promptly, (e.g. we will always try to return your phone calls the same day);
- ❖ communicate in plain English – please tell us if this is not happening;
- ❖ advise you of the costs of your matter and how long it may take.

We advise only on the law of England and Wales and we do not advise on domicile status.

Our advice, both verbal and written, only applies to the particular matter it relates to, and you should not rely on it in any other matter.

We will advise you of any circumstances and risks of which we are aware that could affect the outcome of your matter. Due to the complexities of the Residential Nil Rate Band we will not advise on this until the Government gives more clear advice.

We are not qualified as accountants or surveyors and the interpretation of financial information or environmental surveying information should be undertaken by specialist advisers.

We do not advise on financial, investment, surveying, valuation, commercial viability, trading, or marketability issues. We only advise on tax when we have expressly agreed in writing to do so.

We ask that you:

- ❖ give us clear, timely and accurate instructions;
- ❖ provide all documentation and information that we reasonably request in a timely manner;
- ❖ do not deliberately mislead us or ask us to work in an improper or unreasonable way;
- ❖ safeguard any documents that may be required for your matter;
- ❖ inform us of any changes to your contact details; and
- ❖ co-operate with us.

Dealing with other people on your behalf

We are happy to deal with other people on your behalf as necessary. We will instruct these people on your behalf and they will not act as our agents. We take no responsibility or liability for the advice or services the other person provides to you.

3 Fees and expenses

How we calculate our fees

Unless we agree otherwise in writing, we calculate our charges based on the time we spend dealing with your matter. This will include meetings with you and others, telephone calls, reading and working on papers, correspondence, including e-mails, preparation of any detailed costs calculations, and time spent travelling away from the office, when this is necessary. Telephone calls (incoming and outgoing) and correspondence (received or sent) which take less than 6 minutes are charged at a minimum unit rate of 6 minutes. The charge for attending meetings with you or others parties, lengthy letters, emails and telephone calls will be on a time spent basis.

Our current hourly rates are between £240 and £350 per hour. Unless otherwise indicated, all quotations, fee estimates, bills and expenses are subject to VAT at the current rate, presently 20%. We usually review our charges annually to reflect any increases in overhead costs. We will inform you of any such increases.

Charging a value element

In administration of estate matters, we may also charge a value element. This is a charge based on the percentage of the gross estate, as the monetary value involved is one measure of the estate of responsibility falling on our practice. The percentages we may charge are as follows:

- ❖ where we are appointed as the client's attorney under a LPA and the client's executors we may charge 5% of the gross value of the estate;
- ❖ where we are appointed as executors, we may charge 1.5% of the gross value;
- ❖ where we are instructed by the executors, we may charge 1% of the gross value of the estate.

We may also take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular expertise or specialist knowledge which the matter requires.

In particular, in property transactions and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property or the value of the financial benefit may be considered. We will inform you, at the outset of your matter, if we intend to charge a value element.

We may also charge an uplift on our costs for care and conduct. This will be charged at 25% of the time spent element of the bill. This represents not only the firm's profit but also an allowance for other indirect expenses. Where a charge for care and conduct is to be made we will explain this to you at the outset of your matter.

Expenses

In addition to our fees, it may be necessary to make payments to third parties on your behalf, for example fees to the Probate Registry or Court of Protection. For some matters we may request payment in advance. VAT is payable on certain expenses.

Client account

Except for payments you make to cover our fees and expenses, all money we hold in relation to your matter will be held in our client account with Lloyds Bank.

We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total.

Interest on client money

When we hold money on your behalf in our client account, we are unable to provide interest rates similar to those available if you had invested the money elsewhere yourself. The amount of interest paid depends upon the amount of money held and the period over which it is held.

Interest will be paid where the amount calculated on the balance held exceeds £20.

We have a policy on the payment of interest to you, a copy can be provided on request.

4. Billing and payment

For administration of estate matters, we will normally submit interim bills at regular stages during the administration, starting with the obtaining of a Grant of Probate starting with the obtaining of a Grant of Probate and then usually at two monthly intervals thereafter. The final account will be prepared when the estate accounts are ready for approval. We sometimes ask an accountant to prepare the estate accounts for us, if the estate is complex.

For other matters such as wills and Powers of Attorney, we will usually submit our bill on completion.

Payment of our costs is due within one month of us sending our bill to you. If payment is not received within one month, then interest will be charged on a daily basis at the same rate of interest, which is allowed in the County Court for judgment debts.

We may also exercise a lien (a charge) over your papers whilst our costs remain unpaid.

We hope that disagreements in relation to our costs will not arise but please contact Andrew Hill if you wish to discuss any concerns about an invoice you receive.

5. Money Laundering

Our obligations

Under legislation relating to money laundering and terrorist financing, solicitors must get satisfactory evidence of the identify of their clients and sometimes of people related to them. By law, we must get evidence of your identity before starting work and we must keep these records up to date.

We may carry out electronic checks on databases kept by other organisations to verify your identity. By giving us personal information and accepting these terms, you agree to us using that information for this purpose.

Reporting

While solicitors are under a professional and legal obligation to keep the affairs of their clients confidential, there is legislation which, in certain circumstances, places us under a legal duty to give information to the authorities. If this happens, we may not be able to tell you that we have given information about you to others or our reasons for doing this. We may have to stop working on your matter for a period of time and we may not be able to tell you why. We do not accept any liability for any loss arising directly or indirectly from meeting these duties.

Cash

Our policy is not to accept cash payments from clients. If you pay cash into our bank account, we may charge for any extra checks that are needed to find out where the money has come from.

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

Right to end our engagement within 14 days

You have the right to end our engagement at any time. If you are a consumer, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations) give you a legal right to cancel our engagement within 14 days without giving any reason. This means that if you change your mind during that period or for any other reason you decide you do not want to continue with our engagement, you can notify us of your decision to cancel the contract and, subject to the paragraphs below, receive a refund.

Your legal right to cancel our engagement ends after 14 days from the day on which the contract between us is concluded, which is the day you sign the engagement letter, or are otherwise deemed to agree to its terms.

To cancel our engagement, you must inform us of your decision to do so by providing us with a clear written statement to that effect (e.g. by a letter sent by post or by e-mail). You may contact us by email or post using the details set out in our engagement letter. You may use the cancellation form at the end of our engagement letter, but it is not obligatory.

If you requested us to begin the performance of the service during the cancellation period, you must pay us an amount which is in proportion to the work carried out before you communicated your cancellation to us, in comparison with the full cost of our engagement. In most cases, we would expect this to be the fees we have incurred (calculated at our hourly rate plus VAT) up until the time you communicate your cancellation to us.

If you did not request us to begin performance, you will receive a full refund of the price you have paid (if any) for our services. We will refund you using the method by which you originally paid for the services, and you will not incur any fees as a result of the refund. We will process the refund due to you as soon as possible and, in any case, within 14 days after the day on which we are informed about your decision to cancel this contract.

7. Raising queries and concerns with us

We aim to offer all our clients an efficient and effective service and we hope that you will be pleased with the work we do for you. However if you have any queries or concerns relating to the work we do for you or about our costs, then please raise your concerns with Andrew Hill.

We have a written complaints procedure, a copy of which is available on our website or you can ask us for a copy.

If you are not satisfied with our handling of your complaint, you can ask Legal Ombudsman to consider your complaint. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

You can contact the Legal Ombudsman by writing to: PO Box 6167, Slough, SL1 0EH; by telephone on 0300 555 0333 (minicom 0300 555 1777); or by emailing at enquiries@legalombudsman.org.uk

8. Confidentiality and data protection

We are committed to keeping your information secure. This means that we will keep your information electronically on our system and any paper documents will be kept securely within our office. We will keep all information which you pass to us confidential and will not disclose it to third parties except when authorised by you or where we are required by a legal or professional obligation (including our professional indemnity insurers and our regulator, the SRA). Please note that in probate matters we will assume you have given your consent for us to provide a list of the deceased's assets to the appropriate authorities, if required.

Data protection

We take your privacy very seriously and comply with our obligations under data protection legislation. Further details of how we use your personal information and the rights you have relating to data protection can be found in our Privacy Notice. Our Privacy Notice is available on our website at www.afhill.co.uk/privacy, or you can ask us for a copy.

A F Hill is registered with the Information Commissioner's Office (ICO) and our registration number is ZA538969. Andrew Hill is responsible for managing our obligations under data protection legislation and you can contact him if you require any further information.

Quality audits

Our firm is accredited with Lexcel, the Law Society's legal practice quality mark. We are therefore subject to periodic checks by external assessors, and this may mean that your file is selected for review, in which case we would need your consent.

All assessments are conducted in the strictest confidence but if you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients object to this, we will assume that we have your consent unless you notify us to the contrary.

9. Financial services advice and arranging insurance

It is possible that during the course of our work for you we will need to seek specialist advice from a suitably qualified person in connection with financial matters arising out of your transaction. A F Hill Limited is not authorised by the Financial Conduct Authority (FCA) to provide independent financial advice, but we can arrange for a specialist in this field to provide suitable advice to you.

We may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. We are able to offer this advice because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. Where financial advice becomes relevant then we will contact you to discuss the most appropriate action.

Arranging insurance

We may need to arrange an insurance policy for the benefit of an estate, for example unoccupied property insurance. AF Hill is an ancillary insurance intermediary; we are not an insurance company and we do not have our own insurance products but we can recommend a contract of insurance to you. Please note that we only select products from a limited number of insurers. We approach the insurers that we generally deal with in relation to the cover required but we are not contractually obliged to exclusively use one of these insurers. We are not insurance specialists and so any recommendation made is not based on a fair and personal analysis of the market.

We are not authorised by the FCA but we are included on the register maintained by the FCA so that we can carry on insurance distribution activities, which is broadly the advising on, 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 Regulatory Authority. The register can be accessed via the FCA website.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman investigates complaints about solicitors. If you are unhappy with any financial or insurance advice you receive from us, you may raise your concerns with either of those bodies.

10. Tax advice

Any work that we do for you may involve tax implications or require consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of your transaction or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately.

If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you. We do not offer advice on the domicile status of a deceased's affairs.

Any advice given is based upon the legislation current at the time of the advice. We are not liable if any subsequent legislation detrimentally alters the position for you or any third party.

Our liability for advice extends only to you our client and does not extend to any third parties who may be effected by such advice.

The Foreign Account Tax Compliance Act (FATCA)

The Foreign Account Tax Compliance Act (FATCA) is a US piece of legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service or IRS).

The FATCA regime requires certain financial institutions to identify and report (to HMRC) payments made to a specified US person or to a non-US entity with one or more controlling person who is a specified US person.

To comply with the law, we may have to share some of your information with financial institutions and we will contact you to discuss the requirements, if this becomes relevant.

11. Ending our services

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

We will stop acting for you if you deliberately mislead us, ask us to work in an improper or unreasonable way, or you are rude, abusive (especially homophobic abuse) and fail to treat us with dignity and respect.

If you or we decide that we should stop acting for you, we will invoice you for our charges up until that point.

12. Storage and retention of documents

After completing the work, we will return any original documents to you for your safe keeping unless you ask us to retain these.

We will keep records relating to your matter for between seven and twelve years depending on the nature of the transaction. We will destroy all records (electronic and paper) relating to your matter at the end of the retention period. We will not destroy any documents you have asked us to deposit in safe custody.

If we take papers or documents out of 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 that are requested, and
- ❖ reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

13. Professional Indemnity Insurance

We maintain Professional Indemnity Insurance of £3 million per case. This is the limit of our liability for any breach of your instructions. 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.

We can only limit our liability to the extent the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain this in more detail.