

Schedule of Professional Services: Probate

The purpose of this schedule to our engagement letter is to set out the basis on which we are to provide probate and related services for the estate.

This contract for our services to you was agreed following an offer made by you.

If this contract was agreed at our business premises then cancellation rights given to consumers under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

If cancellation rights under the Consumer Contracts regulations apply You fall within the legal definition of a consumer, and the location where our contract was made or the communication method used in making our contract means that you have a right to cancel our contract within a set cancellation period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. A written notice of your right to cancel and the set cancellation period is attached to this letter.

Because of the requirements of these regulations it is our policy to not commence any work for you until the set cancellation period has expired, or we have received from you your express written agreement for us to start early.

In providing you with our letter of engagement, our standard terms of business, this schedule and the written notice of your right to cancel we have complied with the provisions of regulations 9 to 14 and 16 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations, as applicable.

The firm's authorised individual responsible for your probate services is Louisa Lulek.

1 Your responsibilities

- 1.1 You will provide us with all papers, information and explanations relevant to the purpose and compilation of the probate / administration application and the administration of the estate and you will disclose to us all relevant information in full.
- 1.2 You will provide us with a brief family tree and up-to-date names and contact details for all beneficiaries.
- 1.3 You are responsible for ensuring that, to the best of your knowledge and belief, the financial information you provide us with, is accurate and complete. We will rely on the information being true, correct and complete and will not audit the information.
- 1.4 You are responsible for informing us of anything that might indicate that there is any contentious probate action to be taken. If you are unsure if a matter is contentious, please tell us so that we can assess its significance. If a matter becomes contentious you may need to employ a solicitor to deal with the contentious matter. We will not be able to work on the estate until the contention has been cleared.

1.5 You will provide us with a copy of the deceased's last Will and any codicils or confirm that as far as you are aware the deceased did not leave a Will.

1.6 You have agreed that you will:

- register the death and obtain three number of copies of the death certificate;
- arrange the funeral; and
- send notifications of death to family members and friends.

2 Our responsibilities

We have agreed to carry out the following services on your behalf:

- Send notifications of death to financial institutions, Government organisations, utilities and household contacts;
- Ascertain whether there is any entitlement to bereavement allowances or benefits;
- Finalise the income tax and capital gains tax position of the deceased at the date of death. This work to commence from the date of commencement of the tax year in which the death occurred.
- Review the Will, codicils and legacies to ensure that they are valid and prepare affidavits where necessary;
- Ascertain who the beneficiaries are;
- Identify the composition of the estate and ascertain whether a grant is needed;
- Value the estate;
- Prepare any inheritance tax return;
- Prepare the papers for application for a grant of probate / grant of administration;
- Place statutory notices of death in the London Gazette and local newspapers where necessary
- Ensure the appropriate oaths are prepared and taken;
- Obtain the grant;
- Take control of and gather in the assets of the estate;
- Pay the debts of the estate including tax liabilities;
- Finalise the estate tax;
- Pay legacies and transfer the balance to the residuary beneficiaries; and
- Prepare estate accounts.

In performance of our work, we are acting for you in your capacity as personal representative. We are not acting on behalf of the beneficiaries of the estate.

We will provide an initial estimate of how long the engagement is expected to take and the cost. The time and costs to complete an engagement such as this can vary depending on the complexity of the estate and the will. Examples of factors that could affect the time and cost include difficulties in obtaining information regarding assets held, valuations of assets and communications being affected.

3 Communication

- 3.1 Due to the nature of the work, and dependent on the complexity of the estate and the requirements of the Will, it may take up to two years to complete and in more complicated circumstances longer. In all cases you will be informed of what is going on and we will ensure you are updated on progress. The primary method of communication will be by email.

4 Other matters

- 4.1 As detailed in the attached standard terms of business we have professional indemnity insurance in place in accordance with the requirements of ICAEW. If the expected value of the estate is in excess of this our professional insurance cover is up to a maximum of £2,000,000 and is capped at this level per claim.
- 4.2 In the unlikely event that we cannot meet our liabilities to you, you may be able to seek a grant from ICAEW's Compensation Scheme. Generally, applications for a grant must be made to ICAEW within 12 months of the time you become aware, or reasonably ought to have been aware of the loss. Further information about the scheme and the circumstances in which grants may be made is available on ICAEW's website: www.icaew.com/probate.
- 4.3 If you would like to talk to us about how we can improve our service to you, or if you are unhappy with the service you are receiving, please let us know by contacting Louisa Lulek. We will consider carefully any complaint that you may make about our probate services as soon as we receive it and will do all we can to resolve the issue. We will acknowledge your complaint within five business days of its receipt and endeavour to deal with it within 8 weeks. Any complaint should be submitted to us by letter.
- 4.4 If we do not deal with it within this timescale or you are unhappy with our response we give you, you may of course take the matter up with our professional body the Institute of Chartered Accountants in England and Wales and the Legal Ombudsman. Complaints to the Legal Ombudsman should be made within six years of the act or omission or within three years of you becoming aware of the issue, and in either case within six months of our written response to your complaint to us. The contact details for the Legal Ombudsman are:

Letter: The Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ

Email: enquiries@legalombudsman.org.uk

Telephone: 0300 555 0333.

ICAEW Standard Terms of Business

1 Applicable law

- 1.1 This engagement letter shall be governed by, and construed in accordance with [English] law. The Courts of [England] shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter (including the firm's standard terms of business) and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- 1.2 Persons who are not party to this agreement shall have no rights under the [Contracts (Rights of Third Parties) Act 1999 / Contract (Third Party Rights)(Scotland) Act 2017] to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 1.3 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

2 Client identification

- 2.1 In common with all accountancy and legal practices, the firm is required by law to:
- Maintain identification procedures for clients and beneficial owners of clients;
 - Maintain records of identification evidence and the work undertaken for the client; and
 - Report, in accordance with the relevant legislation and regulations.
- 2.2 We may use electronic checks as part of our identification procedures. We confirm that these electronic checks are not credit checks.

3 Quality of service

- 3.1 We aim to provide you with a fully satisfactory service and Louisa Lulek as engagement partner will seek to ensure that this is so. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. We will acknowledge your letter within five business days of its receipt and endeavour to deal with your complaint within eight weeks. If we do not answer your complaint to your satisfaction you may of course take up the matter with the Institute of Chartered Accountants in England and Wales (ICAEW).
- 3.2 For consumer agreements, should we be unable to resolve your complaint you may also be able to refer your complaint to an alternative dispute resolution (ADR) provider to try and reach a resolution. We will provide details of an ADR provider if we cannot resolve your complaint using our internal procedures. This is in addition to your ability to complain to ICAEW.

4 Client monies

- 4.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW.
- 4.2 All client money will be held in an interest-bearing account. In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by Natwest Bank Plc for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.
- 4.3 If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, then the money will be placed in a separate interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.
- 4.4 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise then we may pay those monies to a registered charity.

5 Commissions or other benefits

- 5.1 In some circumstances, commissions or other benefits may become payable to us or one of our associates in respect of transactions we or such associates arrange for you. If this happens we will notify you in writing of the amount and terms of payment. The nature of the engagement and professional judgement would determine the frequency and detail required to ensure compliance with our Code of Ethics. The fees that would be otherwise payable by you will be abated by such amounts. When we reduce the fees that we would otherwise charge by the amount of commission retained, we will apply the HMRC concession which allows VAT to be calculated on the net fee after deduction of the commission. You consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts.

6 Investment advice

- 6.1 We are not authorised to conduct Investment Business. If you require investment business services we will refer you to a firm authorised by the Financial Conduct Authority or licensed by a Designated Professional Body.

7 Fees and payment terms

- 7.1 Our fees may depend not only on the time spent on your affairs by the partners and our staff and on the levels of skill and responsibility involved, but also the level of risk identified and any advice provided. Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the year and will be due on presentation.
- 7.2 We may indicate a fixed/indicative fee for the provision of specific services. We will not usually identify fixed fees for more than a year in advance as these may need to be revised in light of subsequent events. Where we estimate our fees for any specific work, this will not be binding unless this is clearly stated to you. Otherwise, our fees will be based on the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour.
- 7.3 If it is necessary to carry out work outside the responsibilities outlined in this letter it will involve additional fees. Accordingly, we would like to point out that it is in your interests to ensure that your records etc., are completed to the agreed stage. Our fees will exclude out of pocket expenses. Out of pocket expenses (including VAT if applicable) will be billed as incurred for reimbursement by you.
- 7.4 Invoices are payable in full before the release of the final estate monies, where no such funds are held invoices are due for payment withing 30 days of the invoice date.

8 Retention of and access to records

- 8.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the completion of the estate work.
- 8.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must notify us of that fact in writing.

9 Electronic communication

- 9.1 Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.
- 9.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

10 Data protection

- 10.1 To enable us to discharge the services agreed in this engagement letter, comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes, as a data controller, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its shareholders / members / officers and employees as described in our privacy notice. We confirm when processing data on your behalf that we will comply with the provisions of all relevant data protection legislation and regulation¹.
- 10.2 You are also an independent controller responsible for complying with data protection legislation and regulation in respect of the personal data you process and, accordingly where you disclose personal data to us you confirm that such disclosure is fair and lawful and otherwise does not contravene relevant requirements. Nothing within this engagement letter relieves you as a data controller of your own direct responsibilities and liabilities under data protection legislation and regulation.
- 10.2 Our privacy notice, which can be found on our website https://www.darnells.co.uk/wp-content/uploads/2018/05/Darnells_GDPR.pdf explains how we process personal data in respect of the various services that we provide.
- 10.3 As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as us.

11 Professional rules and practice guidelines

- 11.1 We will observe and act in accordance with the bye-laws, regulations and Code of Ethics of the ICAEW and accept instructions to act for you on this basis. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available on the internet at www.icaew.com/regulations.

12 Conflicts of interest

- 12.1 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours. Subject to our confidentiality clause we confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting the estate.

- 12.2 If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by our Code of Ethics, which can be viewed on the internet at the address above, in part 3, sub-section 310.

13 The Provision of Services Regulations 2009

- 13.1 Our professional indemnity insurer is Howdens. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States or Canada.

14 Timing of our services

- 14.1 If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time in order to meet any deadlines. However, failure to complete our services prior to any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

15 Use of our name in statements or documents issued by you

- 15.1 You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that in accordance with applicable law are to be made public.
- 15.2 The copyright in any document prepared by us belongs to us in entirety unless the law specifically provides otherwise.

16 Interpretation

- 16.1 If there is a conflict between an engagement letter schedule and these terms of business then the engagement letter takes precedence.
- 16.2 We will provide services as outlined in this letter with reasonable care and skill. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities.
- 16.3 You will not hold us, the owners of this firm and any staff employed by the firm, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any

claim in connection with services we provide to you against any of the principals or employees personally.

- 16.4 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.
- 16.5 If any provision of this engagement letter or terms of business or its application is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provision and its application shall not in any way be affected or impaired.
- 16.6 Advice we give you orally should not be relied upon unless we confirm it in writing. We endeavour to record all advice on important matters in writing. However, if you particularly wish to rely upon oral advice we give you during a telephone conversation or a meeting, you must ask for the advice to be confirmed in writing.
- 16.7 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in the light of any change in the law or your circumstances. We will accept no liability for losses arising from changes in the law or the interpretation thereof that occur after the date on which the advice is given.
- 16.8 Unless specifically instructed and agreed in advance we will not assist with the implementation of our advice.

17 Limitation of liability

- 17.1 We will provide services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, (penalties, surcharges, interest or additional tax liabilities) if you or others supply incorrect or incomplete information or fail to supply any appropriate information or if you fail to act on our advice or respond promptly to communications from us (or the tax authorities).
- 17.2 You will not hold us, (our) (principal)(s) (director)(s) (and Staff), responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.
- 17.3 Unless there is a legal or regulatory requirement to do so, our work is not to be made available to third parties without our written permission and we will accept no

responsibility to third parties for any aspect of our professional services or work that is made available to them.

18 Changes in the law, in practice or in public policy

18.1 We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law, practice, public policy or in your circumstances.

18.2 We will accept no liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.

19 Reliance on Advice

19.1 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing. Advice is valid as at the date it was given.

20 Termination of our agreement

20.1 Either party to these terms of engagement may terminate the agreement by giving not less than 21 days' notice in writing to the other party. We may, however, terminate our agreement immediately where you fail to cooperate with us, or we have reason to believe that you have provided us or HMRC with misleading information. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

20.2 Should our contract be terminated, we will endeavour to agree with you the arrangements for the completion of work in progress at that time. We may, however, be required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.