



Established 1825

A. J. Phillips

CLIENT CARE AND COSTS INFORMATION

PROBATE AND ESTATE ADMINISTRATION

This letter explains the basis on which we will carry out all the work necessary in obtaining the Grant and for the administration of the Estate of the deceased.

1. People responsible for your work

John Phillips, Solicitor, will be responsible for this matter and may be assisted by other Solicitors or fee earning staff as the matter progresses.

We will try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling your matter and why the change was necessary.

2. Charges and expenses

Our charges are based on the time spent dealing with a matter and will include meetings with you and perhaps others; considering, preparing and working on papers; correspondence; and making and receiving telephone calls.

We will charge you £400.00 per hour for each hour engaged on your matter by John Phillips from now until the review date on 1st January and thereafter annually. Routine letters, e-mails and routine telephone calls made and received will be charged in units of 1/10th of an hour. You will be notified of any increase on request.

Please note that the current hourly rates of our solicitors and assistants are as follows:

Principal	£400.00
Senior Solicitors (over 5 years qualified)	£300.00
Solicitors	£250.00
Trainee Solicitors	£225.00
Legal Assistants (non-qualified)	£225.00

Other letters, e-mails and telephone calls will be charged for on a time basis, as will travelling waiting and appointment time. Charges will also take into account the cost of

stationery, postages and use of copiers, fax and telegraphic transfers, internet, email and library access.

In addition to any charge for time spent, an additional charge is made based on the gross value of the Estate. This charge, [in accordance with the Law Society's recommendations], will be a percentage of the gross value of the Estate, subject to a minimum charge of £750 irrespective of the value of the Estate. The percentage is 1% where the Solicitor is not an Executor.

When the Solicitor is either the sole Executor or joint Executor with any other person the charge is calculated in bands as follows:

(1) Up to £1.5m: 1.5%

(2) £1.5m to £6m: 0.5%

(3) £6m to £12m: 0.1666%

(4) £12m to £18m: 0.0833%

(5) Above £18m: 0.0416%

A reduced percentage charge is applied in relation to the value of any interest in the deceased's home applied at a rate of 0.5% (where the Solicitor is not an Executor) and 0.75% (where the Solicitor is an Executor).

We will add VAT to our charge at the rate that applies. At present, VAT is 20%.

There will also be certain additional expenses (known as disbursements) which include a Probate Court fee together with any other monies which we disburse on your behalf.

In terms of timescales for obtaining a Grant of Probate is concerned it is very difficult to be specific as this depends on the number and extent of the assets comprised in the Estate and the time it takes to get appropriate valuations from recognised valuers. In a straightforward case it can take 3 to 6 months to be in a position to apply for the Grant and thereafter a further period of 3 to 9 months to obtain the Grant due to delays on the part of HMRC in granting Revenue Clearance and the District Probate Registries in issuing the Grant. This inevitably delays the administration of the Estate assets and the sale of any real estate which can be very frustrating for both the Executors and Beneficiaries. The length of the administration period depends on the time it takes to realise a sale of the estate assets and discharge all the liabilities which can vary between several months to several years depending on the complexity of the Estate.

This outline of expenses relates to the administration of the estate. If we are instructed to undertake additional work, e.g. conveyancing, there will be additional charges but you will be advised of these separately.

If this firm does not complete the work, we will charge you for the work we have done. Our bill will also carry VAT and disbursements.

3. Preparation of Estate Accounts

Where the deceased was domiciled in England and Wales, best practice dictates that formal detailed Estate Accounts are prepared. We will instruct our Accountant to prepare these when the Estate Administration has been completed by us – our Accountant will make an additional charge for undertaking this work, the cost of which we shall pass on to you. This also enables us to review the position in terms of any outstanding liability for payment of Inheritance, Capital Gains and Income Tax where there are statutory obligations on the part of the Personal Representative to account to HM Revenue & Customs.

4. Billing arrangements and right to object

We reserve the right to render interim bills for our charges and expenses on a monthly, bi-monthly or quarterly basis while the work is in progress. This enables you to budget as the matter progresses. We will send a final bill after completion of the work.

If we hold sufficient funds on your behalf we will deduct our charges from these funds.

Payment is due to us within 14 days of our sending you a final bill. After 14 days, interest may be charged on sums invoiced and overdue from the date that you received our invoice until payment is received. The rate of interest will be 5% above the NatWest Bank plc Base rate, calculated daily and compounded monthly. At our sole discretion we may consider negotiating staged payment terms with you as an alternative to levying interest.

If you have any query about your bill, you should contact John Phillips straight away.

We are also required to advise you that you do have the right to object to any bill and to apply for an assessment of it under Part III of the Solicitor's Act 1974, although the Legal Ombudsman may not consider a complaint about our bill if you have applied to the court for assessment of it already.

5. Interest payments

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitor's Accounts Rules 2011, interest will be calculated and paid to you at the relevant rate applicable from time to time to our NatWest Bank plc 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) of issue of any cheque(s) from our Client Account.

6. Sale of shares or other investments

It is sometimes the case that Fearon & Co are instructed to realise the sale of shares or investments either directly through the Company concerned or via its Brokers. Fearon & Co is not qualified to provide financial advice and any instruction received will be undertaken on an 'execution-only' basis. To enable any transaction Fearon & Co must be in possession of the original share or stock Certificate without which Brokers cannot be instructed to effect a disposal and Fearon & Co cannot be responsible for any delay incurred in the preparation of letters of indemnity and the issue of any duplicate Certificate.

7. Storage of papers and documents

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file papers (except for any of your papers which you ask to be returned to you) for no more than 6 years. We need the file on the understanding that we have the authority to destroy it 6 years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

8. Money Laundering Regulations and Payments to our Account

You agree to provide us with such evidence of identity and, if relevant, that of Directors, Partners, Trustees and Controllers of your Company or Firm and of all connected Shareholders and Parties as we may reasonably require in order to comply with our obligations under legislation and the Money Laundering Regulations 2017. We may cease to act for you if you fail to comply with any such request. In appropriate cases, we will complete an electronic identity check on all individuals relevant to your matter in order to comply with our anti-money laundering obligations. By instructing us, you consent to us completing an electronic identity check on you and others on your behalf where necessary. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception; Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised 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 disclosure. If, while we are acting for

you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

It is the firm's policy not to accept cash payments in any one transaction which exceed in aggregate £200. We require cleared funds before completing a transaction and these should be by way of banker's cheque or draft, building society cheque or banker's payment such as BACS or CHAPS. Money paid by personal cheque draft or banker's payment must be cleared into our Client Account before we can draw against it. This may delay a transaction if cleared funds are not available.

We reserve the right (without being liable for any consequent loss that you may suffer) to delay the progress of a transaction at any stage, even at completion, if we need to check the source of any payment received from you or on account of you.

9. Financial Services, Taxation and Regime Change

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, we are included on the register maintained by the Financial Services Register so that we can carry on insurance mediation activity, 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 Regulation Authority (SRA). The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>.

If you require taxation advice then you must consult an appropriately qualified Accountant.

We are under no obligation to advise you of any change in the law as it may affect you in the future.

10. Termination

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

In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

11. Communication between you and us and any complaints you may have

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of our services or our bill, please contact John Phillips directly on 01483 540841, by e-mail at ajp@fearonlaw.com or by writing to our office address. We have procedures in place which detail how we handle complaints and a copy of our Complaints Policy is available from John Phillips' office.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ to consider your complaint. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- Within six months of receiving our final response to your complaint

and

- No more than one year from the date of the act or omission being complained about; or
- No more than one year from the date when you should reasonably have known that there was cause for complaint.

12. The Consumer Contracts Regulations 2013

Under the above regulations, for some instructions, you may have the right to withdraw if our contract to provide you with legal services is concluded prior to meeting you. This right to cancel without charge will subsist for 14 days after the contract was concluded. Notice of cancellation should be sent by email or fax to the person named in our engagement letter as being the person responsible for the matter.

13. Confidentiality

Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing, photocopying, costings, research or preparation to assist you with your matter. Information from your file may therefore be made available in such circumstances. Our accounting ledgers are maintained by Quill Pinpoint Ltd of Barclay House, 35 Whitworth Street West, Manchester, M1 5NG with whom information may be shared.

14. Data Protection

We confirm that we are the Data Controller of personal information (personal data) relating to living individuals who are either a named client or through whom we conduct our relationship with you. The information we hold may also contain special category data. We will process such data in accordance with the provisions of the General Data Protection Regulation and Data Protection Act 2018.

By instructing us you are entering into a contract with us and therefore we have a lawful reason for processing your data, both manually and by electronic means, for the purposes of providing advice, administration and management of your file. We also have the lawful right to process your data because we have a legitimate interest in providing you with a service.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, service providers, the SRA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to other solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We will not pass your personal information to parties located outside of the European Economic Area (EEA).

We will obtain your permission to contact you with details of similar services or for related marketing purposes which we think may be of interest to you.

If you do not want us to contact you for marketing purposes, please let us know:

- By post: Fearon & Co, Westminster House, 7 Faraday Road, Guildford, Surrey, GU1 1EA
- By phone/fax: 01483 540840/01483 540844
- By email: enquiries@fearonlaw.com

All members of Fearon & Co will treat all personal data and special category data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and special category data held by us.

To view our full privacy notice please visit our website at www.fearonlaw.com or a hard copy can be provided by contacting us.

15. Limitation of Liability

Under no circumstances shall our liability to you for damages for breach of contract, negligence, other tort, breach of trust or otherwise (including legal costs) exceed £2m.

16. Equality and Diversity

Fearon & Co is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. The firm adopts the Law Society's policy which may be viewed on our website at www.fearonlaw.com.

17. Agreement

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business.

This is an important document: please keep it in a safe place for future reference.

Fearon & Co. Solicitors
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Westminster House 7 Faraday Road Guildford Surrey GU1 1EA United Kingdom
Tel: +44 (0)1483 540840 Fax: +44 (0)1483 540844 DX 2411 Guildford
General E-mail: enquiries@fearonlaw.com Web site: www.fearonlaw.com

 John Phillips
+44 (0)1483 540841
ajp@fearonlaw.com