Terms of Engagement

This document sets out the standard terms and conditions of how Autumn Years Law will act on your behalf.

Responsibility for Work

Autumn Years Law is owned and run by Elizabeth Sarah Foggin TEP, Solicitor. Elizabeth is a fully qualified solicitor and has worked in the legal sector since 2005. She is full member of STEP (Society of Trust & Estate Practitioners) and for many years sat on the regional committed of the Association of Lifetime Lawyers (what was Solicitor's for the Elderly. Both of these bodies are dedicated specialist groups for legal professionals who have demonstrable legal expertise in private client legal work such as Wills and Probate. Responsibility for all work is overseen and done by Elizabeth.

Nature of Work

Autumn Years Law is a regulated legal practice specialising in the provision of legal advice and services for people either in their advancing years of life, or simply planning for their advancing years of life. Our work is predominantly work involves Wills, Lasting Powers of Attorney, Probate and associated activities in connection in this sphere.

Key Stages and Timescales

Indicative timescales of usual work undertaken by Autumn Years Law is as follows:-

Probate

Key stages in administering an estate include as follows:-

- Advising on the terms of the Will / nature of the estate and consideration of the precise steps required as applicable to the individual estate
- Verifying the identities of the Executors, the Beneficiaries; identifying the assets comprised in the estates and the value of such assets at the date of death together with determining the extent of liabilities of the estate, testamentary and funeral costs
- Assisting the Executor with compliance with regulatory and legislative obligations placed upon the Executor
- Preparing and making the application for probate together with the appropriate documentation for HM Revenues and Customs
- Collecting in the assets of the estate and discharging the liabilities
- Advising the Executor on protection from personal claims against the Executor arising from the Executor acting in the estate
- Distributing the assets in accordance with the terms of the Will (or if applicable in accordance with the laws of intestacy

The precise steps required and timescales involved will depend on the nature of the estate. Ordinarily it can take between six weeks to 12 weeks to obtain the grant of probate and thereafter approximately six months to conclude the administration of the estate, although this will depend on whether or not there is a property involved in the estate, or if the estate is a taxable estate. When we know what work will be required for your estate's particular circumstances we will be able to provide more accurate timescales

Lasting Powers of Attorney

Key stages in the making of either type of Lasting Power of Attorney (LPA) include as follows:-

- Taking instructions and thereafter proving advice and guidance over the precise structure relevant to your circumstances of this powerful legal document. Please note we only take face-to-face instructions from the individual making the Lasting Power of Attorney
- Preparing the LPA, arranging for the Donor to sign and make the LPA; where applicable acting as the certificate provider and thereafter arranging the Attorneys and Replacement Attorneys to accept their appointments.
- Attending to the Registration of the LPA at the Office of the Public Guardian.

The typical timescales from initial instruction to completion of the registration of a LPA can be ten to twelve weeks. This is largely due to the length of time it takes for the Office of the Public Guardian takes to comply with statutory requirements. The timescales may take longer if is considered that it would be appropriate to obtain medical evidence supporting the capacity to make the LPA or if there are a number of Attorneys appointed over a wide geographical area.

Wills

Key stages in the making a Will are follows:-

- Taking instructions and thereafter providing advice and guidance over how you wish to leave your estate. Please note we only take face-to-face instructions from the individual making the Will
- Preparing the Will; obtaining its approval and attending to the completion of the Will

The typical timescales from initial instructions to completion can be one-to-two weeks, although this will be quicker in emergency situations or may be longer if the nature of the Will instruction requires the creation of a trust or other such considerations.

Autumn Years Law Ltd's commitment to you

- To act your best interests and maintain a high standard of work
- Communicate with you in plain language
- Give you information about the timescales and costs of your matter and any important changes to those estimates

Your responsibilities

- You will provide Autumn Years Law Ltd with clear and accurate instructions
- You will provide all documents required to enable the work to be conducted in a timely manner

Fees

Our company's estimated fees for which instructed us to perform will be sent in writing to you. Should the nature of your instruction change, or unforeseen additional work be required these fees will be adjusted to reflect the additional work involved. In accordance with legal practice, such fees are calculated and charged on a time basis. Our present hourly rate is £275 plus VAT (£330) per hour. Work is charged on a time basis is calculated in units of one tenth unit of the hourly rate. In the event that such additional charges become necessary we shall advise you accordingly. Autumn Years Law Ltd is registered for VAT under VAT Registration Number: 482 7286 57. Our company's hourly rate is subject to annual review and you will be notified of any changes.

Where applicable the following fees are also charged:-

- online verification checks of your identity (presently £12.50 plus VAT (£15.00) per individual); and
- of any bank transfers made by this company to you or on your behalf (presently £30 per domestic CHAPs transfer). Please note: we do not accept bank payment instructions by email.

For Wills and LPA work it is our usual practice to invoice you towards the end of the work undertaken. Where we are administering an estate our normal practice is to deliver our first account upon receipt of the Grant of Probate and subsequent account towards the end of the matter. However it may be necessary from time-to-time to issue an interim account. Payment of our bills is due within 14 days of our sending you a bill. Where payment has not been made within 14 days interest will be charged at 4% over NatWest base rate. If, for any reason, your instructions are brought to an end before completion of the work instructed we will be entitled to charge you for work undertaken together with any expenses incurred.

Disbursements

In the course of carrying out your work there may be fees or expenditure paid to third parties known as disbursements. An example of a disbursement could be the Land Registry costs of obtaining a view of the legal title of your home or the Office of the Public Guardian's ("OPG") fees for registering a Lasting Power of Attorney ("LPA"). Such disbursements are payable by you. We are not obliged to make these payments on your behalf and so we may invite to you make a payment on account in respect of these costs. In the event we hold funds on your behalf we will discharge such costs from these funds or alternatively invoice you for settlement of the same.

Typical disbursement costs are as follows:-

- Court fees for obtaining a Grant of Probate - £526 (additional copies of the Grant requested at the time of application are £2.00p per copy; requested later are £16 per copy)
- Office of the Public Guardian fees for registering a Lasting Power of Attorney - £92 (per Lasting Power of Attorney)
- Obtaining a view of the registered title of land - £7 plus VAT (£8.40) per title/document obtained
- Bankruptcy searches on attorney's and beneficiaries - £6 plus VAT (£7.20) per name searched
- Where an Oath is required to be sworn the swear fee is £5 per individual and an additional £2 per document being exhibited
- Where Statutory Notices to protect Executors from unknown liabilities are appropriate the average costs for placement in the London Gazette and the local newspaper are typically in the region of £250 - £300 pounds
- Where medical evidence as to capacity is required typical costs can vary depending upon the type of medical expertise required and range from £250 to £350

This list of disbursements is not exhaustive and will depend on the nature of your instruction, although you will be advised at the outset of any such costs or during the conduct of the matter should such expenditure become necessary.

For the avoidance of doubt the payment of any tax (for example Inheritance Tax) is not a disbursement but a liability of an estate and will be required to be settled from estate funds accordingly. The precise amount of tax due will depend upon the unique circumstances of the matter.

Client Care

We hope that you are happy with the professional advice and service that Autumn Years Law Ltd provides to you. We will aim to respond to telephone calls, emails and letters that we have from you promptly. If we are not able to provide you with a prompt substantive response we shall advise you accordingly and provide you with an indication of the timescale for the same. Please note that in order to keep your costs to a minimum unless a specific request for an update is made I shall only report to you when there has been a development in your matter.

In the unlikely event that you are not happy with any aspect of the work that we undertake for you please do not hesitate to discuss your concerns with Elizabeth Foggin. If, following liaison with Mrs Foggin, you feel that your concern has not been resolved to your satisfaction we would be happy to provide you with a copy of our company's complaints procedure. Thereafter, if you feel that there are still issues outstanding you are entitled to contact the Legal Ombudsman. You can refer your complaint up to 6 months after you have received our final written response to your complaint. You can also use the Ombudsman service if we have not resolved your complaint within 8 weeks of us receiving it. A complaint can be referred to the Legal Ombudsman up to one year from the date of the act or omission or after discovering a problem. The Ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for Licensed Conveyancers.

Further information about the Legal Ombudsman can be found at www.legalombudsman.org.uk. Its contact details are: Legal Ombudsman, PO Box 6167, Slough SL1 0EH; email: enquiries@legalombudsman.org.uk; telephone: 0300 555 0333.

If you make a valid claim against us for 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 Council for Licensed Conveyancers (from whom details can be obtained).

Our professional obligations also require us to provide you with the following information:-

- You are entitled to complain about your bill;

- You may also have the right to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974;
- If all or part of the bill remains unpaid my company may be entitled to charge you interest until payment is discharged
- This company is regulated by the Council for Licensed Conveyancers in accordance with its code of conduct. The Code can be viewed at www.clc-uk.org.
- The Council for Licensed Conveyancers is the designated body for the purposes of the Financial Services and Markets Act 2000.
- The Legal Ombudsman is the independent complaints handling body for the legal sector.

Statutory Right to Cancel

You are entitled to terminate your instructions at any time. However if you do you will be invoiced for the work carried out until termination together with any expenses incurred. While there is still money owing to us in respect of fees and expenses we are entitled to retain all your papers and documents until such sums have been discharged in full.

If you requested a home visit in order to give instructions you have the right to cancel your contract with Autumn Years Law within 14 days without giving any reason. However, if you have instructed Autumn Years Law to proceed with work before expiration of the 14 day period you will be charged for the work conducted up to the date of cancellation. To exercise the right to cancel you must inform Autumn Years Law of the decision by clear statement, for example by post or email sent to info@autumnyearslaw.co.uk. If you have provided us with instructions during a home visit your terms of engagement will include a distance selling regulations cancellation form should you wish to use it.

Client Identification

You have the right to cancel this contract within 14 days without giving any reason. If you have instructed my company to proceed with work before expiration of the 14 day period you will be charged for the work conducted up to the date of cancellation. To exercise the right to cancel you must inform my company of the decision by clear statement, for example by a letter sent by post or email sent to the details set out above. You may use the attached model cancellation form, but this is not obligatory.

1. **Proof of Identify**
   Either a current passport *or* current photocard driving licence

   AND

2. **Evidence of Address**
   Any one of the following documents is acceptable provided it has physically been sent to you via the post and not downloaded from a computerised statement. Please pay attention to the date of the document as follows:

Dated within the last 12 months:	Dated within the last three months:
☐ Council Tax Demand	☐ Bank or credit card statement
☐ Notification of Entitlement to a state benefit	☐ Utility bill (not a mobile/ satellite TV)
☐ HMRC correspondence	☐ General DWP correspondence
	☐ Care home correspondence confirming residential status

Confidentiality

As a regulated legal service provider, we are under a general professional and legal obligation to keep your affairs private. However, we are required, by current legislation, to make a report to the National Crime Agency (NCA) 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 engagement you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate.

You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. Autumn Years Law Ltd shall be unable to tell you if our company has made a report.

Professional Indemnity Insurance/Limitation of Liability

Our limit to you for a breach of your instructions shall be limited to £2,000,000 (two million pounds) unless we expressly state a higher amount in writing to you. We can only limit our liability to you to the extent the law allows. In particular we are not able to limit our liability for death or personal injury caused by our negligence.

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 lost opportunities. The territorial limit of coverage is restricted to England and Wales. The contact details of our professional indemnity insurers are as follows: Miller Insurance Services LLP, 70 Mark Lane, London EC3R 7NQ

Data Protection

By law we are required to comply with the provisions of the Data Protection Act 2018 with respect to information held about you. We use the information that you provide us primarily for the provision of legal services to you and for related purposes including:-

- Updating and enhancing client records
- Analysis to help us manage our company
- Statutory returns
- Legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act and our duty of confidentiality. Please note that our work for you may require us to give 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. For more information about how to do this please read our privacy policy on our website or simply request a hard copy from ourselves.

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

Storage of Documents

To comply with regulatory, statutory and professional obligations we will keep our file of your papers for a minimum of six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them after six years after the date of the final bill. Depending on the nature of the work undertaken for you, the retention period may be longer. If you require more details about specific retention periods please contact our Compliance Officer, Elizabeth Foggin. Please note: We will not destroy documents you ask 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 our instructions in relation to the retrieved papers.

Please note that after completing the work, we will be entitled to keep all your papers and documents while there is still money owed to use for fees and expenses.

Referral Work

Autumn Years Law does not engage in any referral work and does not pay referral fees.

Holding of client money/ Financial limit

Any money we receive or hold on your behalf will be held in our client account at the National Westminster Bank Plc (NatWest). NatWest is covered by the Financial Services Compensation Scheme (FSCS) which applies to each client's money in the same way as it applies to private/individual deposits in the event of the banks failure. The FSCS presently protects the first £120,000 with an authorised institution. The FSCS figure can change from time to time. The NatWest banking licence covers several other brands in addition to NatWest. If you hold other personal monies yourself with NatWest or any of the other brands held under their banking licence the limit for you remains £120,000. In the event of NatWest's failure to enable a FSCS claim you hereby consent to us disclosing your details.

Client money is held in accordance with the Council for Licensed Conveyancers' Accounts Code. The interest on client account is not likely to be as high as it might be if you had invested the sums directly elsewhere. We will account interest to you on interest accrued in excess of £30.

Financial Conduct Authority / Insurance Intermediaries

We are not authorised by the Financial Conduct Authority to provide investment activity save for limited exceptions where the work is incidental to the work in which we are instructed to carry out. (An example of this could be procuring insurance cover on an empty property where we are dealing with the administration of an estate.) If we are utilising this exemption:-

- where such products are obtained we do not retain any commission.
- we are authorised by the Council for Licensed Conveyancers in their capacity as a Designated Professional Body under Part XX of Financial Services and Markets Act 2000.
- we are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business, is regulated by the Council for Licensed Conveyancers, and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman (www.legalombudsman.org.uk). The register can be accessed via the Financial Conduct Authority website at https://register.fca.org.uk

If you need advice on investments we will advise you to obtain the same from someone who is authorised by the Financial Conduct Authority.

Acceptance

Your instructions will be deemed as acceptance of these terms and conditions, but to enable us to be confident that you are agreeable with these terms we will provide you with a hard copy of these terms and conditions and request that you sign and return them to us at the outset of your instructions to us.

I/We have read and agree to the above terms of engagement

Signed: _____ Date: _____

Signed: _____ Date: _____