

Introduction

These Terms and Conditions set out the terms in which Eton Estate Planning agrees to act for you. You should read these terms alongside Client Care Letter sent to you.

These terms aim to address matters in the likely order they would arise in the course of acting for you.

1. Defined Terms

"The Company"

means Eton Estate Planning and any successor practice and any service company owned or controlled by or on behalf of the Company or the Director;

"Associated Entity"

means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;

"Data Controller", "Data Processor"

Eton Estate Planning will act as a 'data controller'. That means we are responsible for determining the purposes and means of the processing of personal data. In some circumstances Eton Estate Planning will also act as Data Processor where we have received an introduction or referral from a third party partner.;

"Data Protection Legislation"

means (i) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ('GDPR') and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018;

"Director"

means a Director of the Company;

"Documents"

means Documents Held For You, Our Documents and Your Documents;

"Documents Held For You"

means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);

"Client Care Letter"

means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;

"Force Majeure"

means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;

"Internally Provided Services"

means ancillary services (including, but not limited to photocopying, document scanning and catering) supplied by us for which you will be liable to pay;

“Personal Data”

any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Matter"

means any specific transaction or issue in relation to which you ask us to provide Services whether or not it has been defined in a Client Care Letter or other agreement;

"Our Documents"

means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

"Services"

means all Services we provide to you in relation to the relevant Matter;

“Terms”

means these Terms and Conditions;

"we", "us" and "our"

means or refers to the Company;

"you"

includes the addressee of the relevant Client Care Letter and any other person identified in the Client Care Letter as our client and “Your” shall have a cognate meaning;

"Your Documents"

means documents which you give or lend to us to enable us to provide Services.

2. Our Contract

These Terms issued by us, as supplemented and/or amended by any relevant Client Care Letter, apply to each Matter we work on for you.

No variation of these Terms shall be effective; unless it is set out in the Client Care Letter or it is in writing and is signed by a Director.

3. Your Responsibilities

In addition to any responsibilities set out in the Client Care Letter which have been sent to you, you will or will make reasonable endeavours to:

- provide us with timely and adequate instructions, information and materials to allow us to perform the Services for you;
- notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- safeguard any documents and/or materials which are likely to be required in performing the Services for you;
- provide us access to all documentation pertinent to your Matter as reasonably requested by us;
- ensure that all information provided to us is complete in all material respects and not misleading;
- not deliberately mislead us;

- co-operate with us;
- attend any appointment, court hearing, medical or other examination which we reasonably request you to attend;
- make payment for our fees, disbursements and expenses promptly and when required;
- treat our staff with respect and not to act towards them in a manner that is anti-social, abusive, aggressive or violent;
- notify us before we are asked to carry out any work on your behalf, if you are bankrupt or have entered into a legal arrangement to deal with your debts;
- take steps to reduce or prevent any avoidable losses or potential losses as best you can;
- provide us with a secure email address, where possible and check it regularly; and
- if communicating with us by email, to operate a good email security policy including keeping a strong password in operation and inform us immediately if your email account has been compromised or hacked or there has been any fraud, attempted fraud and cease to use that email account.

4. Our Responsibilities

We aim to offer all our customers an efficient and cost-effective service and the highest standards of customer care. We value your business.

We will advise you at the outset in a Client Care Letter the scope of the work required. This will include identifying your objectives, giving you a clear explanation of the issues involved and the options available to you.

We will agree with you the next steps to be taken from time to time in your matter and keep you advised of progress.

5. Our Authority

You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services.

We may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to perform the contract we have entered into with you in order to provide the Services in question. If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

We are authorised to act on your instructions. Where your instructions are to achieve an objective, we will proceed without further instructions every step of the way.

If you are a director or other representative acting on behalf of a company, we are entitled to assume that the instructions we receive from you have been authorised by the company.

Where you have instructed us in writing that we may take instructions from a third party, we are entitled to assume that the instructions we receive from that person have been authorised by you.

6. Our Services

The Director at the Company named in any Client Care Letter as the overall supervisor will be the person primarily responsible for the provision of our Services. That Director has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as he/she deems necessary or desirable to ensure appropriate delivery of the Services.

We only advise on the law of England and Wales. If you require advice on the law of other jurisdictions, we will, with your agreement, instruct lawyers practising in that jurisdiction to give such advice, on the same basis as we engage other third parties on your behalf.

We will not carry out any work beyond the scope of the Client Care Letter with you unless expressly agreed between you and us in writing and:

- we have agreed to provide additional services for a commercially viable additional fee (profit costs and disbursements); and
- the additional work is related to the main transaction (otherwise a new separate Client Care Letter with a new matter number and new estimate for our costs and disbursements is required); and
- our estimate for new costs and disbursements has been agreed with and accepted by you;
- additional funds have been received on account, where it has been requested.

Unless that occurs we will not act on additional requests for further work from you.

Our scope of work and advice only relates to documents and information that we have been provided with, made aware of during the transaction and specifically asked to advise on. Our scope of work is limited expressly to what we are instructed to do or for which we charge professional fees for. There is no implied extension to our engagement beyond that.

7. ID Checks

You must provide evidence of your identity upon our request.

Money Laundering Regulations/The Proceeds of Crime Act 2002

Our regulator requires that we identify our customers so that we are clear about who we are acting for. We must also verify the identity and address of new customers as required by The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. That is consistent with the policy adopted worldwide by financial and government authorities to prevent the use of laundering systems to disguise the proceeds of crime.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/customer confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

Evidence of Individual Identity

If you are a new customer or an existing customer who has not recently supplied information, and where simplified due diligence does not otherwise apply, we will conduct an electronic search which may leave a soft credit footprint. This may also include a solvency search.

We may request additional identification from you if the nature of your Matter requires and you agree to provide that to us if it is requested.

Evidence for Companies, Trusts and other Business Customers

We need to be satisfied as to the constitution of any relevant company and will need evidence as to the identity of those persons who control the company or trust or who are its principal beneficiaries. You must comply with any requests for proof of identity as set out in our Client Care Letter and, if requested, you will meet us to enable us to verify your identity. If you fail to comply with our requests for identity we will be unable to act for you.

Fees

Where we conduct an electronic online verification check, there is a small charge of £4.00 for each individual search conducted which represents the fee paid to the search facility provider.. Each electronic verification check may leave a record against your credit history/record. You agree to electronic verification checks being carried out against you notwithstanding that.

Political Exposure

We are required to consider any political connections that may require investigation to safeguard against abuse of office. We will make our own checks in this regard. You must let us know immediately if you, any family member or a close business associate connected to you holds or will hold any prominent public office while we are acting for you.

Payments from Third Parties

If you provide our bank details to a third party who makes payment on your behalf, we will also need to conduct due diligence and checks on them before we can deal with those funds.

Refusing to act

We are entitled to refuse to act for you if you fail to supply, when requested, appropriate and satisfactory proof of identity for yourself or any person you represent.

8. Conflict of Interest

Definition

We cannot act for you if there is a conflict of interest. ‘Conflict of Interest’ means any situation where:

we have (or, if we accepted your instructions, would have) separate duties to act in the best interests of two or more customers in relation to the same or a related Matter and those duties conflict, or there is a significant risk that those duties may conflict so that we cannot act in everyone’s best interests; or our duty to act in your best interests in relation to a Matter, conflicts, or there is a significant risk that it may conflict with our own interests in relation to that or a related Matter; or we have confidential information in relation to a customer or former customer, and you wish to instruct us on a Matter where that information might reasonably be expected to be material and you have an interest adverse to our other customer or former customer. For the purposes of this paragraph “you” does not include Associated Entities.

Third Parties

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party’s interests and your interests.

Similar Activities

We may act for parties engaged in activities similar to or competitive with yours.

Instructions Creating a Conflict of Interest

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another customer where a Conflict of Interest might arise, provided that we can act in the best interests of both parties so far as foreseeable, and we have the written consent of both parties. We do not require your consent to act against an Associated Entity.

Joint Instructions

Where we receive joint instructions, we may act for all of you if there is no conflict.

Cessation of Services

If circumstances arise during your Matter which give rise, or could give rise, to a Conflict of Interest we will discuss with you how to deal with the conflict and may be obliged to stop providing Services to you and/or to all other customers affected by the Conflict of Interest.

9. Joint Instructions

Where we agree to work on a Matter for more than one customer jointly, the rights and obligations of the joint customers to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

Each joint customer irrevocably permits us to disclose to any other of the joint customer at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint customer ends this permission during the provision of the relevant Services, or if a Conflict of Interest otherwise arises between joint customers, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint customers.

If any joint customer asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint customer who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint customer, making the originals available to our offices for inspection by any joint customer on reasonable prior written notice.

10. Regulations Affecting your Right to Cancel our Contract

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

If you are an individual customer (rather than a business customer) and we have not met you in person (because, for example, instructions and signing of documentation is taking place by telephone/mail or email) or we have taken instructions you may have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The Client Care Letter sent to you will confirm if that is applicable to your case.

The cancellation period will expire after 14 calendar days from the day of the start of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). We will communicate to you an acknowledgement of receipt

of such a cancellation on a durable medium (e.g. by post or email) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by email or post, Or agree to waive your 14 calendar day cancellation period over the telephone to enable us to do so. Please note all our calls are recorded and monitored. By signing and returning a copy of the Client Care Letter or waiving your 14 calendar day cancellation period via email, post or telephone, you are providing your agreement in writing or verbally to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel within that 14 day cancellation period, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period, we will not be able to undertake any work during that period.

11. Hours of Business

All offices open Monday to Friday at 9am and close at 5pm.

12. Our Fees and Expenses

General

Where possible we will agree a fixed fee for the Services to be carried out. For some Services our fees will be calculated principally by reference to the time spent by us in providing the Services at the hourly rates applicable to the relevant staff. In all cases our fees will be detailed in our Client Care Letter to you. A list of Services and Prices can be found on our website, [here](#).

We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

The hourly rates of each of our Directors, case managers, paralegals and other staff are reviewed from time to time, and we will inform you of any variation in these rates applicable to your Matter and the date upon which they take effect.

Whilst you may be insured in relation to such expenses, you will have primary responsibility for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses); we have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

You will also be liable to pay for Internally Provided Services at our prevailing rates. References to "expenses" in these Terms of Business include Internally Provided Services.

Limited Companies and LLPs

When agreeing to act or during acting on behalf of a limited company, we may require a director and/or controlling shareholder or a member to sign a form of personal guarantee for our fees and expenses. If such request is refused, we will be entitled to refuse to act or to stop acting and require immediate payment of any fees on a time spent basis and expenses as set herein.

Payments on Account

We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

Quotations and Estimates

The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only unless we state clearly that it is a quotation. Provision of an estimate does not constitute a contract to carry out the work at that cost.

The provision of a written quotation (as opposed to an estimate) for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

Unless stated in writing to the contrary, any estimate or quotation does not include any expenses or VAT.

Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our hourly rates, in addition to the quoted or estimated fixed fee.

We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or
your, or your agents', act(s) or omission(s).

13. Customer Money

Custody of Customer Money and Interest

As part of carrying out instructions we may need to hold customer money in our client account. We cannot carry out a banking service for customers and will only hold monies specifically related to the Matter concerned.

We account to customers for interest when it is fair and reasonable to do so, using a fair and reasonable structure to calculate such interest. Holding customer funds is incidental to the carrying out of legal instructions. The bank account in which we usually hold customer money (our general client account) must enable funds to be immediately available. As a result, the interest accrued is likely to be lower than could be achieved were the funds held elsewhere for the period. In the ordinary course when we act for you we will hold any money of yours in our general client account on your behalf.

A small percentage of customer money is held in term deposit accounts (typically on 60-90 days' notice) which increases the interest paid on the client account to the firm.

When we pay out funds or on completion of the matter, we pay you interest on the sums we have been holding except:

- if in accordance with your instructions or any agreement you have entered into or undertaking we have given on your instructions, the interest has been paid to a third party; or
- if the interest is less than £20.00.

Interest is calculated at the rate that is set by the Bank of England and will be held in our general client accounts and is paid to customers gross.

When the Bank of England base rate is so low that those calculations would give negative percentages, we will not pay interest.

When the Bank of England base rate is negative and the bank charges us for holding your money, you agree to pay any share of bank fees that we charge on to you.

We can arrange for funds to be placed in a higher earning separate designated deposit account if the transaction meets certain criteria. In that event we would account to you for the full amount of interest received from the bank.

The criteria for those purposes are that we would hold a high value sum of £1,000,000 or more (or the equivalent at the time you pay it to us in foreign currency) for two weeks or more. However, we are prepared to discuss those parameters with you. Clearly, the important factor is the impact on the interest you will receive, and the higher the sum the shorter the period that will be relevant. If you would prefer to contract out of the policy to apply interest to any matter, that can be done by a written agreement between us.

Financial Services Compensation Scheme

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body customer is not considered a small company by the Financial Services Compensation Scheme ("FSCS"), then they will not be eligible for compensation. We currently hold our client account funds in Barclays Bank. The £85,000 FSCS limit will apply to each individual customer so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total. It may be advisable to check with your own bank as some banks now trade under different trading names. However, with effect from 3 July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk. In the event of a bank failure you agree to us disclosing details to the FSCS in order that we may comply with our legal obligations. Any interest recovered from your opponent in litigation matters on our costs and disbursements shall belong to this company less any interest paid on disbursements held by us for and on behalf of you or the person or persons to whom the disbursements are ultimately paid.

Residual Balances

If we still hold money on your behalf at the conclusion of your Matter we will make a reasonable attempt to return it to you. Please ensure that we have your bank details so that we can pay residual money directly to your account. Otherwise, please keep us up to date with your contact details so that we can contact you to arrange a bank transfer or other method of repayment. If we are unable to return your money after a reasonable attempt to do so, we will donate it to charity.

14. Our Invoices

Frequency of Invoices

Unless otherwise stated in the Client Care Letter, in order to perform the contract to provide you with our Services, we will be entitled to invoice you in respect of our fees and expenses in advance of starting work, monthly, at 'milestones' and on completion of each Matter. At the end of our financial year, currently 30th April, we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which

are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable hourly rates or fixed fee quoted.

There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

Delivery

We may send you invoices electronically where appropriate to do so.

Payment Terms

You will pay our invoices on receipt, or as of the date on the invoice.

Suspension of Services

If you do not pay any invoice as of the date of the said invoice, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

Third Party Payments

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

Disputes

If you have a query regarding your bill, you should contact us straight away on receipt. We aim to work on the basis that no bill should come as a surprise to you. If after speaking to us and your query remains unresolved, and you wish to complain about any aspect of our bill then please see the Customer Care Code below.

You have the right to object to your bill by making a complaint to the appropriate body and/or in limited circumstances by applying to the Court for an assessment of the bill.

15. Payments to Us

Paying Us

We prefer to receive payments from customers by bank transfer (from a UK clearing bank) or debit card.

Please include your Matter reference when making any payment to us. Failure to do so may delay funds being credited to your Matter.

We may not accept funds from business accounts unless we act on behalf of the business.

Preventing Fraud

It is extremely rare for us to change our bank account details. If we did change our bank details we would give appropriate notification to all our customers well in advance.

If during the course of your transaction you receive any type of notification of a change in our bank details (especially by email) you should treat it as a fraudulent request and check with us before transferring any money. We will investigate any reported suspicion fraud. Fraudsters can intercept emails and telephone calls so we would not communicate with you by email and would want to meet with you personally (for example this may be on video conference such as Microsoft Teams or Zoom or Google Meet) to discuss the matter. You must not transfer any money unless you have met with us once you have made a suspected fraud notification.

Cleared Funds

We require that any funds that are needed are received by us as cleared funds before we commence any work on your Matter, where applicable.

16. Payments to Customers

Sending payments

From time to time, we may need to send some money back to you. We will only do so in accordance with your written instructions. The written instructions regarding the payment of any money must be given by all customers (and any other party identified as needing to confirm agreement). Payment will usually be made by telegraphic transfer (BACS, Faster Payment or CHAPS) unless agreed otherwise between us.

As a safeguard against fraudulent activity, we may need to seek clarification of bank details from you including confirmation of your details by telephone. Where your bank details have already been provided to us and there is an instruction to change the bank account, we may seek further clarification and evidence that the request to make a payment into another account is genuine.

All payments are made solely on the basis that you the customer and not us are responsible for the financial transaction and its arrival/non-arrival/receipt/non-receipt into the correct account.

We take no responsibility for any failure on your part to provide information correctly, or you providing us with compromised information or your failing to maintain your own security systems. A failure to protect your systems could result in monies due to you being paid to the wrong bank account, to fraudsters or a bank account not under your control. A failure to provide correct bank account information can cause you very serious and permanent financial losses.

Payments in error

In the event we send money to you in error, where the money clearly does not belong to you (e.g. overpayment of a net balance), you are required to inform us about the overpayment immediately and to make arrangements to repay to us the whole surplus amount within 48 hours of you becoming aware of the overpayment or the time you ought to have been aware that surplus funds have been received by you. In such circumstances, you provide us with irrevocable authority to communicate with your bank. We reserve the right to charge for the time spent in recovering any sums that are not rightfully due to you in the event that you fail to co-operate in a timely manner or at all.

Banking errors

If you or the banking process provides us with either incorrect bank or closed bank details which may lead to us having to investigate the whereabouts of the funds or spend time dealing with enquires in relation to an error (including dealing with returned funds) not caused by the acts or omissions of us, we reserve the

right to charge you up to £195.00 per hour with an initial estimate of up to 5 hours work for managing the process. We will inform you if the charge exceeds the initial estimate. Due to the fact that money laundering and/or regulatory issues apply, please be aware that it can take a considerable amount of time to resolve the issue as we do not control the banking process.

International Money Transfer

If you ask us to send money abroad, we reserve the right to charge up to £150.00 for each and every instruction for an International Money Transfer (IMT). We do not transfer to all foreign jurisdictions and you should check with us whether an IMT is possible. We suggest that you transfer money to your own UK bank account and then process your own IMTs through your own bank. We are not responsible for the outcome of money transfers of any kind electronic or otherwise, foreign or domestic. All monies are transferred at your risk.

17. Data Protection

General

The Company is committed to ensuring that all Personal Data is processed in accordance with Data Protection Legislation. Please refer to the Privacy Policy which is available here www.etonestateplanning.co.uk.

Data Protection Officer

Ekta Porter is our Data Protection Officer and can be written to by ekta@etonestateplanning.co.uk

You have the right to make a complaint about data protection any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues. The ICO can be contacted at www.ico.org.uk/concerns/ or 0303 123 1113. We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Your Duty of Confidentiality

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

18. Custody, Ownership and Retention Documents and Personal Data

You will find this in our Privacy Policy on www.etonestateplanning.co.uk

Complaints Procedure

It is important to us that we provide services of the highest quality to all of our customers. We shall ensure that any complaints identified are dealt with in accordance with this procedure.

All complaints will be dealt with sympathetically and promptly to ensure you receive a high standard of service and customer care in the delivery of our services.

Our process for complaints handling can be found www.etonestateplanning.co.uk

19. Liability

Duty of Care

We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you. Any decision made by you must remain your responsibility.

Third Parties

The Services are provided to and for the benefit of you as our customer and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The Company alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Director, or any consultant to, or employee or agent of the Company or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

Communication

We shall communicate with you at the postal and email addresses and the which you provide us with unless you ask us to use other addresses and numbers. You will notify us if you regard any particular type(s) of communications from us as confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

20. Proportionate Liability

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

21. Exclusion of Liability – General

We shall not be liable for:

- any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- any advice or opinion given to you by any third party (whether or not nominated or recommended by us); or
- any loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary; or
- any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement; or
- any losses caused by the hacking of your own email account.

22. Exclusion of Liability for Loss of Profit

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

23. Financial Limit of Liability

The aggregate liability of the Company and of all Directors, consultants to and employees and agents of the Company and any service company owned or controlled by or on behalf of any of the Company or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, unless otherwise agreed, be limited to the sum of three million pounds (£3,000,000).

24. Non-Excluded Liabilities

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

25. Disclaimers

Financial Services and Insurance Mediation

When we provide Services to you we are acting as your legal adviser. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

Where we provide Services to you in relation to a Matter which involves or relates to an investment, those Services may involve us in carrying on regulated investment activities. We can undertake those activities, but only on a limited basis where an exemption to that Act applies, including where those activities are closely linked to legal work we do for you. Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment. You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters, you should seek advice from an appropriately qualified financial adviser.

Tax and pensions

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning/strategy. We are not qualified or able to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising. We are also not qualified or able to provide pensions advice. If you have any concerns in this respect, please raise them with us immediately so that we can, with your agreement, identify a source of professional assistance for you. It will always be your responsibility to consider whether you need to take any other advice, whether or not we prompt you, and then proceed accordingly.

Other professional services

We do not provide medical advice, accountancy services, valuation of property or goods, surveying, planning or construction services or financial advice or services to customers. If you require such assistance please let us know so that we can, with your agreement, pass your details to one of our trusted partners. It will always be your responsibility to consider whether you need to take any other advice, whether or not we prompt you, and then proceed accordingly.

26. Termination

Completion of Services

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends six months after the last date on which we provided Services to you, unless we decide otherwise.

Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms.

If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

Early Termination

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:

- the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any Directors, consultants to and employees and agents of the Company and any service company owned or controlled by or on behalf of any of the Company or the Directors; or
- your unreasonable behaviour; or
- the discovery or creation of a Conflict of Interest; or
- your requesting us to break the law or any professional requirement; or
- the relationship of trust and confidence necessary between case manager and customer ceasing to exist between us; or
- your failure to pay to us any amount due, or money on account requested; or
- your insolvency; or
- your failure to give us adequate instructions; or
- our being forbidden to act by the National Crime Agency; or
- our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- any other breach by you of these terms.

Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, or fixed fee, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. We can keep all your papers and documents while there is still money owed to us for fees and expenses. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

27. General

Severability

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

Equal Treatment / Equality and Diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability, or marital status.

Eton Estate Planning is committed to promoting equality and diversity in all of its dealings with customers, third parties and employees.

28. Law and Jurisdiction

The terms upon which we provide Services to you are governed by and shall be construed in accordance with, the Law of England and Wales. You and we each agree to submit to the exclusive jurisdiction of the courts of England and Wales, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.