



## Terms and Conditions

### 1. Definitions and Key Terms

- 1.1. Company:** when this policy mentions “company”, “we”, “us” or “our” it refers to Cunningham-Silk Inheritance & Probate Specialists, Marlowe Innovation Centre, Marlowe Way, Ramsgate, Kent CT12 6FA.
- 1.2. Country:** where Cunningham-Silk or the owners/founders of Cunningham-Silk are based, in this case England.
- 1.3. Customer:** refers to the company, organisation or person that signs up to use the services of Cunningham-Silk.
- 1.4. Cookie:** small amounts of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics and remember information about you such as your language preference.
- 1.5. Personal Data:** any information that directly, indirectly or in connection with other information - including a personal identification number - allows for the identification or identifiability of a person.
- 1.6. Service:** refers to the services provided by Cunningham-Silk as described on this platform and in accordance with section 3 below.
- 1.7. You:** a person or entity that is registered to use the services of Cunningham-Silk.
- 1.8. Administrator:** the person who has been granted the position of Administrator which also includes the terms “Executor” and “Personal Representative”.
- 1.9. VAT:** Value Added Tax.
- 1.10. Intestate:** when a person dies without having made a valid Will.
- 1.11. Contract:** a legally binding agreement between us and you.
- 1.12. Specialist:** refers to those individuals who are employed by Cunningham-Silk or are under contract to perform a service on behalf of one of the parties.
- 1.13. Heir:** a person legally entitled to the property of another on that person's death.
- 1.14. Website:** the site of Cunningham-Silk Inheritance & Probate Specialists which can be accessed via this URL: <https://Cunningham-silk.com>.

### 2. Contracts and Your Consent

- 2.1.** We’ve updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it’s being used. By using our service, entering a contract with us or making a purchase, you hereby consent to our Terms & Conditions.
- 2.2.** We reserve the right to alter these Terms and Conditions without warning. These alterations may not be publicised, and you are entirely responsible for reviewing the Terms and Conditions on a regular basis to obtain notice of such changes. We will accept no liability for losses arising from alterations of these Terms and Conditions.
- 2.3.** These Terms and Conditions and current pricing structure will be incorporated into any Contract entered into after the Commencement Date and prior to any subsequent Terms and Conditions or pricing structure coming into force to the exclusion of all other terms and conditions except any that are both (a) implied by law and (b) cannot otherwise be excluded by operation of law.
- 2.4.** A new Contract will be entered in to on each separate occasion that you require our services.
- 2.5.** The entire agreement between you and us is set out in the Contract with no exceptions or promises of any agreement being made except those already stated in this Contract.
- 2.6.** Once a contractual agreement has been made you have a period of 14 days to contact us should you change your mind. After this time, it will be deemed that you accept the terms of the contract and are happy to proceed.

### 3. Services

#### 3.1 Beneficiaries

**3.1.1.** We will undertake genealogical research to identify potential heirs to unclaimed estates where the deceased person died intestate.

**3.1.2.** [Type here. We will agree] with each beneficiary whom we locate, a fee that will be calculated as a percentage of each of their entitlement.

**3.1.3.** The agreed percentage fee, as stated in 3.1.2, will be paid to us directly upon distribution of the estate.

**3.1.4.** Updates relating to your claims process will be provided on an interim basis.

**3.1.5.** You will have up to 14 days from the date stated on the contract when agreed, to change your mind.

**3.1.6.** Upon distribution of an estate each beneficiary will receive a copy of their family tree excluding contact details of heirs, their living issue or unentitled spouses of heirs.

#### 3.2. Legal Services

##### 3.2.1. Family Tree Assessment

###### 3.2.1.1. Option 1

**3.2.1.1.1.** We will undertake an assessment of all documents and family tree as requested by you and agreed by us.

**3.2.1.1.2.** We will provide you with a report of our analysis including any mistakes found along with suggestions of any additional information that may be required.

**3.2.1.1.3.** We will not correct your documents for you, we will only make suggestions to you as stated in section 3.2.1.1.2.

**3.2.1.1.4.** We will provide one follow-up assessment after any adjustments have been made.

**3.2.1.1.5.** We will provide you with a final report of our follow-up assessment. This final report may include new or previously stated suggestions of improvements or additional information.

**3.2.1.1.6.** We will not provide any further assessments once we have completed your final report.

**3.2.1.1.7.** Payment for this service is required prior to the assessment commencing and is due irrespective of the findings.

###### 3.2.1.2. Option 2

**3.2.1.2.1.** This service includes the same terms and conditions as set out in section 3.2.1.1.

**3.2.1.2.2.** In addition to the services stated in section 3.2.1.2.1 we will provide a professional, typed up copy of a family tree including up to a maximum of 40 family members, sent as a PDF.

**3.2.1.2.3.** The PDF stated in section 3.2.1.2.2 is only intended for the client stated in the agreed Contract for this service.

##### 3.2.2. Dormant Bank Accounts

**3.2.2.1.** We will undertake a search of bank and building society accounts that have been highlighted as dormant in an effort to locate the owner or potential heirs to any funds held in said accounts should the account holder be deceased.

**3.2.2.2.** This service does not include assisting with a claim from a dormant account and should only be used to locate an account holder or potential heirs.

**3.2.2.3.** Our fee for this service is on a time spent basis as set out in section 4.9.3, is to be paid regardless of results being found or not and must be paid prior to a search commencing.

**3.2.2.4.** Should the account holder be deceased we will undertake a credit file check on them which may reveal potential debts incurred by them prior to their death.

[Type here]

### **3.2.3. Locate Missing Beneficiaries**

**3.2.3.1.** In Testacy cases we may be appointed to locate heirs who are named in the Will but their whereabouts are unknown.

**3.2.3.2.** Our fee for this service is on either a time spent or fixed fee basis, the details of which are set out in sections 4.9.3 and 4.9.4.

**3.2.3.3.** In Intestacy cases we will carry out the same service as stated in section 3.1 with the same terms and conditions as stated in sections 3.1.1 to 3.1.6.

**3.2.3.4.** Our payment for an intestacy case is taken as a beneficiary claim or a finders fee as set out in Sections 4.9.1. and 4.9.2.

### **3.2.4 Certificate Ordering Service**

**3.2.4.1.** We can search for and obtain copies of birth, marriage, civil partnerships and death certificates for events held up to and including 2007 excluding marriages which go up to and include 2005.

**3.2.4.2.** We can also undertake searches for certified copies of Wills and Grants of Probate.

**3.2.4.3.** Payment for these services are set out in the Fees section of our website, they must be paid in full prior to our research commencing and are no-refundable regardless of the outcome of our search.

### **3.2.5. Will Search Service**

**3.2.5.1.** We can undertake a full Certainty Will search including checking with the Principal Registry of the Family Division.

**3.2.5.2.** We will also check for Wills held by or written by local Will writers who are members of The Society of Will Writers and/or the Institute of Professional Will writers.

### **3.2.6. Bankruptcy Search**

**3.2.6.1.** Bankruptcy searches will be undertaken on all potential beneficiaries which complies with the Law Society's regulations required under the Money Laundering Regulations Act (2007).

**3.2.6.2.** Potential creditors will be entitled to a share of that beneficiary's inheritance upon distribution of the estate.

**3.2.6.3.** This service is standard procedure within our work of claiming an estate on your behalf.

**3.2.6.4.** Should this service be required by any other client whose case we are not involved with, they will be charged our hourly rate as set out in section 4.9.3.

**3.2.6.5.** We will not provide a search service on anyone who may owe you money.

## **3.3 Public Sector Services**

### **3.3.1. Empty Property Services**

**3.3.1.1.** We can manage aspects of an empty property by searching for the owner(s) or next-of-kin should the owner be deceased.

**3.3.1.2.** We can arrange property valuation, house clearance, property management, insurance and sale of the property.

**3.3.1.3.** Our costs are recovered from the sale of the property through an agreed percentage with the beneficiary(ies) prior to carrying out our services.

### **3.3.2. Next-of-Kin Search**

**3.3.2.1.** We can undertake a search for next-of-kin of a deceased person.

**3.3.2.2.** If located, we can arrange with the beneficiaries to take over the handling of the case and claim an estate on their behalf.

[Type here]

**3.3.2.3.** Our costs are recovered from the estate through an agreed percentage with the beneficiary(ies) prior to carrying out our services.

**3.3.2.4.** Any costs incurred by the local authority will be refunded upon distribution of the estate.

**3.3.2.5.** Should no living relatives be located we will inform the local authority who can inform the Government Legal Department.

### **3.3.3. Asset Search**

**3.3.3.1.** We can complete an asset search by accessing public records in order to ascertain if a deceased person had any property or dormant funds which would make up part of their estate.

**3.3.3.2.** Our costs are recovered from the estate through an agreed percentage with the beneficiary(ies) prior to carrying out our services.

### **3.3.4. Refer a Case**

**3.3.4.1.** We can undertake research following contact from you via our online form to establish if you or someone you know could be entitled to an unclaimed estate.

**3.3.4.2.** Our initial assessment is free of charge.

**3.3.4.3.** We will contact you via your preferred method of communication to update you on our findings.

**3.3.4.4.** Should we find that you or someone you know is entitled to an unclaimed estate and upon a contractual agreement, our fees are recovered from the estate through an agreed percentage with the beneficiary(ies) prior to carrying out our services.

## **4. Fees and Charges**

**4.1.** All charges payable by you to us are set out in the current price list found on our website and/or are quoted to you in writing .

**4.2.** Unless otherwise stated VAT shall be paid in addition to the charges and disbursements incurred at the rate prevailing at the date of the invoice except where we have provided a service on:

**4.2.1.** A beneficiary contingency basis, where VAT will be applied at the rate applicable when we provided details to any missing beneficiary we have been asked to find, identify or locate regarding their entitlement to inherit from an estate.

**4.2.2.** A finder's fee contingency basis, where the VAT rate shall be set at the rate applicable on the date we provide you with details of any unknown or missing beneficiary we have been asked to find, identify or locate.

**4.3.** We may send you an invoice for our charges and disbursements at any time after the Service has been completed or upon receiving a request from you for an invoice.

**4.4.** If you do not accept that an invoice sent to you is fair or correct you must notify us within 14 days of issue, failing which you will be deemed to have accepted that payment is due in full.

**4.5.** Where the Service you instruct us to perform is to be charged on a beneficiary contingency basis or on a finder's fee basis you agree to pay any charges due to us within 7 days of any payment made to the beneficiaries identified as part of our Service to you irrespective of whether any invoice has been issued to you from us.

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**4.6.** If you do not pay the full amount within the above-mentioned periods, you agree that we may charge interest on a daily basis on any late payment at the rate of 3% above the Bank of England base rate in force at the time of late payment under the Late Payment of Commercial Debts (Interest) Act 1998.

**4.7.** We reserve the right to suspend our services should payment not be made within the agreed timeframe.

**4.8.** You are entitled to change your mind after agreeing by contract, the terms of which are stated in section 2.6.

**4.9. Included:**

**4.9.1. Beneficiary Contingency Fee**

**4.9.1.1.** We complete the process of claiming an estate on your behalf.

**4.9.1.2.** No personal representative is required.

**4.9.1.3.** We are paid an agreed percentage by you from your share of your entitlement upon distribution of the estate.

**4.9.2. Finders Fee**

**4.9.2.1.** We are instructed to locate missing heirs to an estate where some heirs are already known.

**4.9.2.2.** A personal representative is required.

**4.9.2.3.** We are paid an agreed percentage of the estate share to be inherited by the beneficiaries we trace upon distribution of an estate.

**4.9.2.4.** If we do not locate any living relatives, we do not require payment.

**4.9.3. Time Spent Fee**

**4.9.3.1.** We are instructed to research further information where some details are already known.

**4.9.3.2.** A personal representative is required.

**4.9.3.3.** We are paid an hourly fee with a maximum number of hours agreed prior to commencing our research or a daily fee with a maximum number of days agreed prior to commencing our research.

**4.9.3.4.** Our fees for Time Spent are listed on our website.

**4.9.3.5.** Payment is required regardless of the results.

#### **4.9.4. Fixed Fee<sup>44</sup>**

- 4.9.4.1.** We are instructed to research further information where some details are already known.
- 4.9.4.2.** We will complete a 30-minute free assessment prior to making a contractual agreement.
- 4.9.4.3.** A personal representative is required.
- 4.9.4.4.** A set fee will be agreed prior to commencing research based on the difficulty of the case following our initial assessment.
- 4.9.4.5.** Payment will not be required if we are unable to find information following our initial assessment.
- 4.9.4.6.** Should you request that we do not carry out an initial free 30-minute assessment, payment will be required regardless of the results.
- 4.9.4.7.** Our Fixed Fee starts from £300, the final amount will be agreed by you prior to us commencing our research.

#### **4.9.5. Family Tree Assessment Fees**

- 4.9.5.1.** The fees for this service are set out on our website and are dependant on which option you choose.
- 4.9.5.2.** Payment is required regardless of the results.

#### **4.9.6. Official Documents Service Fees**

- 4.9.6.1.** Our charges for this service are set out in the Fees section of our website.
- 4.9.6.2.** Payment for this service is required prior to us commencing our search.

#### **4.9.7. Gift Vouchers**

- 4.9.7.1.** Gift vouchers cannot be exchanged for money.
- 4.9.7.2.** Should you purchase a product for a value less than that of the voucher you will receive a new voucher for the value of the remaining balance.
- 4.9.7.3.** Should you purchase a product for a value more than that of the value of the voucher, you will be required to pay the remaining fee prior to commencement of any work.
- 4.9.7.4.** Vouchers are valid up to and including the expiration date shown on the voucher.

### **5. Warranties**

- 5.1.** You warrant that you have the authority to request our Services and are responsible for making payment to us. In the event that you do not have the relevant authority to make such a request, you agree to pay our charges regardless of if you receive funds or not. An exception to this is our Beneficiary claim fee.
- 5.2.** You agree to provide us with all information already known to you.
- 5.3.** You agree to provide us with any details discovered by you or someone else through previous research.
- 5.4.** You agree to ensure that no further research is carried out by you or anyone else in relation to the research service you have instructed us to undertake.
- 5.5.** You agree to ensure that any information provided to us by you is accurate and correct.

### **6. Limitation of Liability**

- 6.1.** We will provide our Service with reasonable care and skill. Our liability to you is limited to the amount of charges invoiced and paid by you excluding VAT and disbursements.
- 6.2.** We will not be liable for any delay or failure in the performance of our obligations under the Contract caused by factors or circumstances outside of our control including, but not limited to, the following: any act of God, war, terrorism, strike, lock out, industrial action, breakdown of systems or network access, fire, flood, or bad weather.

**6.3.** We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to [Type here]

profits, income, revenue, use, production, business, contracts or commercial opportunities.

## **6.5. Asset Search**

**6.5.1.** Whilst we endeavour to search for all unknown assets using all reasonable care and skill, we make no representation, express or implied, that the Service will give rise to complete, accurate or positive results, or be conclusive.

**6.5.2.** There is a possibility of debts and creditors being uncovered in the process of looking for assets.

**6.5.3.** We can only warrant the Service for deceased individuals.

**6.5.4.** Usually only stale and dormant assets can be uncovered hence recent activity may affect the tracing process of such assets.

## **7. Copyright**

**7.1.** Our services and all material relating to our services are owned by us.

**7.2.** All material is protected by international copyright laws and all other intellectual property or proprietary rights laws.

**7.3.** The material may not be copied, modified, reproduced, downloaded or distributed in any way in whole or in any part, without the express prior written permission of us, unless and except as is expressly provided in these Terms and Conditions.

**7.4.** Any unauthorised use of this material is prohibited.

## **8. Entire Agreement**

**8.1.** The agreement constitutes the entire agreement between you and us regarding your use of the service and supersedes all prior and contemporaneous written or oral agreements between you and us.

**8.2.** You may be subject to additional terms and conditions that apply when you use or purchase other services from us, which we provide to you at the time of such a use or purchase.

## **9. Acceptable Use**

**9.1.** You are entitled to make use of the Service as you think fit; however, should the Service be used in a way that causes or may cause damage to and/or to the availability of the Service or in any way which is illegal, fraudulent or harmful or in connection with any illegal, fraudulent or harmful activities, then we reserve the right to terminate our contract with you.

**9.2.** Unless agreed in advance, the Service is provided for use in the United Kingdom only.

## **10. Confidentiality**

**10.1.** You warrant that any information we send to you will not be disclosed to any third party except in so far as is necessary to the Personal Representative so that the estate may be properly administered.

**10.2.** Where we provide you with Personal Information you undertake not to release such information to any beneficiary of the Deceased's estate.

## **11. Termination**

**11.1.** You may terminate your Contract with us by sending a notice to us by post or document exchange (DX) giving us 14 days' notice to terminate.

**11.2.** Where a Contract is terminated in accordance with 12.1 above, we shall be entitled to charge for all work carried out to date.  
[Type here]

**11.3.** Where we have been instructed to carry out work on a beneficiary or finder's fee contingency basis, you may terminate the Contract in accordance with 11.1 above, however we will still be entitled to the same fee as if the Service requested had been provided.

## **12. Data Protection**

**12.1.** Processing of personal data is governed by the Data Protection Act 1998. All personal data provided will be held securely and in accordance with the Data Protection Act 1998.

**12.2.** Personal data will be used for the purpose of fulfilling the requested Service. Where this requires disclosure of personal data to a Third Party, that Party will hold the information securely in accordance with the Data Protection Act 1998.

**12.3.** Personal data acquired during the course of fulfilling the service regarding potential or actual beneficiaries may be shared by us with carefully selected third parties we are associated with. No personal information will be shared without the prior consent of the data subject being obtained.

## **13. Miscellaneous**

**13.1.** If for any reason a court or competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by an authorised representative of us. We will be entitled to injunctive or other equitable relief (without obligation) in the event of any breach or anticipatory breach by you.

**13.2.** We operate and control our service from our office in Ramsgate, Kent. The service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

**13.3.** Accordingly, those persons who choose to access our services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent that local laws are applicable.

**13.4.** These Terms and Conditions (which include and incorporate our Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and us concerning its subject matter, and cannot be changed or modified by you.

**13.5.** The section headings used in this Agreement are for convenience only and will not be given any legal import.

## **14. Contact Us**



Don't hesitate to contact us if you have any questions.

- Via email: [info@cunningham-silk.com](mailto:info@cunningham-silk.com)
- Via telephone: 01843 598 690
- Via this link: <https://cunningham-silk.com>
- Via this address: Marlowe Innovation Centre, Marlowe Way, Ramsgate, Kent CT12 6FA

## **15. Commencement**

**15.1.** These Terms and Conditions were updated and commence from 28<sup>th</sup> November 2022

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