

## **Letter of Engagement and Client Care**

### **Terms of Engagement**

These Terms of Engagement are intended to explain the basis upon which we will act on your behalf, together with any variations agreed and any signed instructions they shall form and constitute the contract between the “Client” and the “Company”. If you provide our firm with further work concerning other matters, these Terms of Engagement will be deemed to continue to apply to any new instructions from you. The terms of this agreement are governed by English laws and any dispute shall be resolved within the jurisdiction of the courts of England and Wales.

Pursuant to these Terms the following terms shall have the following meanings:-

- “us” or “we” or “our” or “firm” shall mean the Company and any successor company
- “you” or “your” shall mean our Client
- “Client” shall mean the person(s), firms or company purchasing services from the Company.
- “Matter” means any specific transaction in relation to which you ask us to provide services whether or not it has been defined in a letter or engagement or other agreement.
- “Services” shall mean our products and services provided to you in relation to a specific Matter whereby this may include various products brought together to form a package (“Package”).

### **1. The Company**

1. Liberandi LLP is a legal consultancy firm registered in England and Wales under Company No. OC446072 whose registered office is at 20 Hollick Crescent, New Arley, CV7 8GT (“the Company”).
2. The Clients relationship is with the Company and not with any other individual member or employee of the Company.
3. The Company operates in accordance with its Code of Practice, copies of which are available free of charge from the Company. Instances of noncompliance with this Code should be addressed to the company in writing.
4. Any advice that is given by the Company is based on its understanding of law, practices and procedures at the date of this agreement. The Company is not responsible for any consequences arising from any future changes in law, practices or procedures.

5. The Company has professional indemnity insurance of £2 million and public liability insurance of £5 million to cover claims and losses within the United Kingdom, arising as a result of any negligent act by it.

## 2. Services

1. The company is a Legal consultancy firm and is not a Bank, Securities Broker or Financial Planner. Information provided by the Company is not intended to and does not constitute financial advice.
2. Whilst the company is a legal consultancy the company does not offer reserved legal services This status limits the services the company can provide to you. The Company can provide you with, and has professional indemnity insurance to offer the following legal services:
  1. *Mediation.*
  2. *Advice on disputes and prospects of success.*
  3. *Opinion writing.*
  4. *Letter writing for Pre-action protocol.*
  5. *Non-disclosure agreements.*
  6. *Contract review and Writing.*
  7. *Policy writing for regulatory compliance.*
  8. *Listing and commencing tribunal/court action.*
  9. *Tribunal/non-reserved representation.*
3. No agent or owner of the Company shall be regarded to be 'Holding Out'. This statement is to explain that any member, consultant or owner of the of the company will be 'holding out'. All work undertaken by the Company on behalf of the Company shall be acted within the capacity of a legal consultant, this status is offering to provide you with legal consultancy. Although some member or owners of the Company may or are qualified as barristers, they are not entitled to practise as a barrister; and are not attached to any Chambers; or, they are not offering their services as a barrister through the company. Therefore, in providing any legal services to you no member of the company will be acting as a barrister and will not be subject to many of the rules which regulate practising barristers.
  1. If you require services outside of the scope that the Company can provide we are happy to refer to providers of these services if it is requested by you.

4. Clients' are under no obligation to take and pay for any additional products or services unless they are necessary as part of the delivery of an effective estate administration service. Clients' may be required to sign a disclaimer if they choose not to purchase products or services recommended.

### 3. Confidentiality & Data Protection

1. We are professionally and legally obliged to keep all information regarding your affairs confidential at all times unless instructed to disclose information by you or where we are required to do so by law.
2. Our practice is to retain client files for six years from the conclusion of the matter.
3. Storage of Client files may be provided by third-party contractors either digitally or in hard copy. Clients agree to meet the reasonable costs of accessing files in off-site storage for reasons which do not relate to on-going work.
4. We will ask you to provide us with detailed personal information relating to your current circumstances, finances, and in some cases, your health and that of your family (Your Information). We would like to explain to you why we record such information and the various rights you have in relation to this.
5. Your Information refers to any information describing or relating to you. This information may identify you directly such as your name, address, date of birth, or indirectly such as your employment situation, or physical health. Examples include:
  1. Names, date of birth, gender, civil/marital status.
  2. Contact details.
  3. Documents that are necessary for us to verify your identity.
  4. Employment history and salary information.
  5. Bank account details, credit information and history, sources of income and expenditure.
  6. Details of any dependants, relations and remoter issue.
  7. Information about assets and liabilities.

#### 8. Tax information

6. We request and record some information from you in order for advisors to provide you with the best advice given your specific circumstances. We only record information that is required to provide you with the services that we have agreed to provide you with.
7. Your personal data can only be accessed by staff or consultants employed or contracted by the Company, and we do not pass on any of your details to third party companies, unless we have instructed them to carry out work on your behalf (this would always be done with your prior consent). We take all reasonable steps to ensure your personal data is processed securely and more information on this can be found on our website.
8. In relation to your personal data you have the right to:
  1. Request copies of Your Information that are in our possession
  2. Ask us to further explain how we use Your Information
  3. Ask us to correct, delete or require us to restrict or stop using Your Information
  4. Ask us to send an electronic copy of Your Information to another organisation should you wish
  5. Change the basis of any consent you may have provided to enable us to market to you in the future

We believe that it is important to keep in touch with clients as circumstances and the laws and regulations surrounding our areas of expertise change over the years. Also, we like to keep clients up to date with changes to the services that we offer.

To this end we request your written permission to use your contact information to communicate with you following completion of the current undertaking:

#### 4. Fees & Charging

1. Our fees do not include expenses or payments to third parties which we incur on a Clients behalf. These are known as 'disbursements'. These will generally be billed at the same time as we invoice you for our fees, but may sometimes be billed at another time.
2. If the Client requires work to be performed with special urgency, or after-hours, the company may recover a reasonable surcharge.

3. An invoice will be produced on completion of any work requested and will be payable on the invoice date unless we have agreed with you otherwise in writing. Invoices can be settled by debit or credit card payment; cheque; bank transfer or cash.
4. If an account is not paid we may charge interest on any amount outstanding from the date of the invoice until the date of payment at 8% p/a. In the alternative and where appropriate, we reserve the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
5. If an account remains unpaid additional fees and administration charges will be charged and if we decide to commence legal proceedings in order to recover the sums owed to us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings, together with all disbursements (including fees of Counsel engaged by us in our attempts to recover payment from you).
6. If the Company does not correct any error or omission made by the Company without charge within 21 days of written notice by the Client, the Client may have any correction done elsewhere and that any resultant reasonable cost incurred will be borne by the Company.

## 5. Client Satisfaction

1. Customer service and support is provided to Clients free of charge for 90 days following the completion of work by the Company to the satisfaction of the Client, this service is available by email request or direct contact on 07940545323.
2. Our complaints process is as follows:
  1. Where the Client is not happy with any aspect of service provided, the Client should first contact the director; Caroline Lamming-Chowen via [caroline@liberandi.co.uk](mailto:caroline@liberandi.co.uk)
  2. If they then wish to make a complaint, they must, in the first instance write to us. We will acknowledge your complaint within 3 working days of receipt and then investigate the circumstances of your complaint and communicate the results of the investigation within a further 28 days.

3. If you are not happy with the results of the investigation by the Company, you can escalate your concerns via a mediation process with the Company.
4. If you are not happy with the results of the Mediation Process or if you choose not to take up the Mediation Process following any investigation by the Company, you can access litigation to address your complaint and gain a formal judgement but there will be a cost to you if you take this option. The Client may seek other forms of redress instead of, or as well as, those aforementioned.

#### **6. Client Instructions**

1. The validity and suitability of any advice or documents provided, depends upon the honesty and accuracy of the answers to our questions. The Company is not responsible for consequences arising from inaccurate or incomplete information provided by you.
2. Where Clients are instructing us as husband and wife/co-habitees/partners Clients hereby jointly agree that until we are informed to the contrary, instructions from one Client will be deemed to be the instructions of both Clients.
3. If Clients are unable to provide all of the information that we require to draft a document or provide a service within 28 days of this agreement the Client will be liable to pay the total fees on the 28th day.

#### **7. Timescales**

1. Documentation shall be ready for attestation by the Client not more than 14 days after the Client has provided all the information required to complete the documentation.
2. If a Member intends to send draft documentation for approval by the Client, the timescales for dispatching the draft documentation unless agreed by the Client, shall not be more than 7 days after the Client has provided all the information required to complete the draft documentation and the completed documentation shall be ready for attestation by the Client not more than 7 days after he has approved the draft documentation.

## 8. Termination

1. If a Client wishes to cancel this contract, they must do so in writing by post or electronic mail prior to any work commencing on the Client's instructions.
2. The Company reserves the right to withdraw from any transaction for any reason. If the Company cancels some or all of a transaction for any reason, the Client will receive notice in writing along with a refund of any fees due for the cancelled part of the transaction and for any other advice or documents that would have no value without the cancelled part of the transaction.
3. In all cases cancellation will be acknowledged in writing within 14 days of the date of receipt of notice of cancellation along with any refund due.

It is important that you read and understand the above terms before signing. If there is any term that you do not understand or do not wish to agree please discuss it with your advisor and only sign if you wish to be bound by these Terms of Engagement.

*Signed (Electronically): xxxxxxxx Date: 2xxxx*

I confirm that I have received the above statement from Miss Caroline Lamming-Chowen on behalf of Liberandi LLP.

Signed (Electronically):..... Date: .....

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