

LETTER OF ENGAGEMENT - CLIENT COPY

Prestige Legal Services Ltd (hereinafter referred to as “the Company”) operates in accordance with a Code of Practice, copies of which are available free of charge from the Company at the address overleaf. Any instances of non-compliance with the Code of Practice should be addressed to the Company. The purpose of this Letter of Engagement is to explain to you what your rights and obligations are and what rights and obligations the Company has. 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.

The Company is keen to ensure that it provides its services to the highest standards within the profession and in compliance with the Code of Practice.

1. Free Wills

- a) Prestige Legal Services works closely with ShawMind (registered charity: 1167947) who may choose to offer free Standard Wills to its supporting community.
- b) You will qualify for a free Standard Will if you choose to leave a legacy to ShawMind within your Will prepared by Prestige Legal Services. All other services requested are chargeable at the standard scale of fees provided by Prestige Legal Services.
- c) Should you wish to add additional Trusts or other inclusions over and above what constitutes a Standard Will and you choose to leave a legacy to ShawMind, the cost of a Standard Will shall be borne by ShawMind and the difference will be payable by yourself in accordance with the standard scale of fees provided by Prestige Legal Services.

2. Fees

The Company’s fees for writing Wills and for any additional products or services are enclosed.

3. Our obligations

- a) The Company usually operates a two visit system. The first visit is to discuss your situation and your requirements and to obtain as much information as possible to enable us to draft your documents.
- b) A second visit will be arranged to return your documents, to explain them to you so that you can be sure that they meet your requirements and to supervise the signing of them. Where documents are being drafted as updates to documents already drafted by the Company, you can elect not to have a second visit and you will receive a discount as described in the enclosed fee sheet.
- c) The Company is obliged to give you best advice. In some cases this may require additional products or services, provided at extra cost either by the Company or another company recommended by us. You are under no obligation to take up any product or service, but the Company may require you to sign a disclaimer if you choose not to follow the advice provided by the Company.
- d) The Company may require you to sign a disclaimer if you instruct us to draft any product or service in a way that is contrary to our advice.
- e) 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.
- f) The Company has Professional Indemnity Insurance of £2million to cover claims and losses worldwide (except in the United States and Canada) arising as a result of any negligent act by it. Should you have any queries regarding the insurance, please contact Johnston Park McAndrew at Fifth Floor, Trinity Point, New Road, Halesowen B63 3HY.
- g) The Company has Public Liability Insurance of £5million to cover claims and losses or damages worldwide (except in the United States and Canada) arising from action by it. Should you have any queries regarding the insurance, please contact Johnston Park McAndrew at Fifth Floor, Trinity Point, New Road, Halesowen B63 3HY.

- h) The Company reserves the right to withdraw from any transaction if it is unable to complete any transaction in whole or in part but if it does so, it will write to you immediately and you will not be liable to pay any fees.
- i) The costs of correcting any error or omission on the part of the Company shall be borne entirely by the Company.
- j) The Company will provide advice free of charge in matters relating to this transaction for its lifetime.

4. Your obligations

- a) The validity, accuracy and suitability of any documents that we provide will partly depend upon the honesty, completeness and accuracy of your answers to our questions. The Company therefore requires you to be open and honest with the information that you provide to us. The Company is not responsible for any consequences arising from inaccurate or incomplete information provided by you.
- b) To provide sufficient evidence of your identity to enable the Company to confirm your identity and/or comply with Money Laundering Regulations.
- c) It is your obligation to check draft documents thoroughly to ensure all details such as names and addresses are correct. Failure to do so may result in an administrative reprint charge.

5. Timescales

- Please tick to waive statutory 14-day cooling-off period.
- a) If you agree to the above your draft documents will be available for approval no later than 7 days from the date on which the Company has all the information that it requires. Your completed document will be available for signing within 7 days of your approval. If you do not agree to waive the statutory notice period your drafts will be available after the 14th day of this agreement. You may agree a different timescale, which is acceptable to you and the Associate.
- b) In the event that the Company is unable to meet the above timescale then you will be able to renegotiate this agreement or you can cancel it without any obligation to pay any fees.
- c) If you are unable to provide all of the information that the Company requires to draft your documents then you will be liable to pay half of the total fees on the 28th day after this agreement. Any fees paid at this time will be deducted from your final invoice.

6. Payment

- Payment required in full upon instruction.
- 50% payable upon instruction 50% payable upon final meeting.

7. Complaints

- a) If you are not happy with any aspect of service provided by the Company, you should first of all contact our Company Director, Katie Hanson whose telephone number is 01909 547 277.
- b) If you wish to make a complaint about any aspect of service provided by the Company, you must, in the first instance write to our Company Director, Katie Hanson at the address below. She will acknowledge your letter within 5 days of receipt and then investigate the circumstances of your complaint and write to you with the results of her investigation within 56 days of receipt of the complaint.
- c) If you are not happy with the results of the complaint you can write to the Estate Planning Arbitration Scheme (EPAS), providing at least 56 days have elapsed from the date of the initial complaint. EPAS will then investigate your complaint and make a formal judgement but there will be a cost to you if you take this option.
- d) These complaints procedures do not prevent you from seeking other means of redress.

8. Use of personal information

The legal basis on which any personal information that the Company collects from you, or that you provide to it, will be processed is as follows. This information may be collected during meetings, in correspondence or in telephone conversations.

- a) Personal information may be processed by the Company for a number of legitimate purposes, including:
 - To carry out its obligations under this agreement.
 - To provide you with information, products and/or services which the Company believes may be of interest to you, provided that you have given your consent.
 - For accounting purposes and statistical analysis.
- b) The Company will maintain client files for a period of 6 years after your death, or for a period of 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first.
- c) The Company may disclose your personal information to its partner firms and/or sub-contractors who it relies on to be able to provide its services to you, but in doing so it will ensure that they apply the same or greater controls in terms of data protection as the Company does.
- d) The Company may also disclose your personal information in the following circumstances:
 - If the Company or substantially all of its assets are acquired by a third party, in which case personal information held by us about our customers will be one of the transferred assets.
 - To prevent fraud or if required to do so by law.
- e) Other than as provided in sections (a) to (d) above, the Company will not disclose any personal information to anyone outside of the Company without your specific permission.
- f) Whenever the Company processes personal information as described in sections (a) to (d) above it will ensure that it always keeps the Personal Data rights of you and anyone whose personal information that you provide in high regard and will take account of these rights. You have the right to object to this processing and if you wish to do so, please contact the Company at the address below. Please bear in mind that if you object, it may affect the ability of the Company to carry out its obligations under this agreement and/or to provide products or services to you.
- g) All personal information will be held by the Company under appropriate security and within the European Union.
- h) You have a right to request a copy of the personal information provided by you that the Company processes. If you would like a copy of some or all of this personal information, please contact the Company at the address below.
- i) The Company wants to make sure that personal information that it processes is accurate and up to date and you may ask it to correct or remove information that you think is inaccurate.
- j) If you wish to raise a complaint on how your personal information has been handled, please contact us and we will investigate further. If you are not satisfied with our response or believe we are not processing your personal information in accordance with the law, you can complain to the Information Commissioner's Office (ICO). Their contact details are given at the bottom of this page.

It is important that you read and understand the above terms that will apply to this agreement before signing. If there is any term that you do not understand or do not wish to agree to, then please discuss it with Prestige Legal Services Ltd before signing. Only sign if you wish to be bound by this Letter of Engagement.

1st Client

2nd Client

Signed:
Print Name:
Date:

Signed:
Print Name:
Date:

On behalf of Prestige

Print Name:
Date:

Matrix at Dinnington Business Centre
Nobel Way, Dinnington
Sheffield, S25 3QB

Tel: 01909 547 277

Notice of the right to cancel

- a) You have a right to cancel this agreement with Prestige Legal Services Ltd within 14 days of the date of this agreement by writing to the Company at the postal address or the email address above and you will not be required to make any payment.
- b) You can cancel this agreement with Prestige Legal Services Ltd later than 14 days after the date of this agreement by writing to the Company at the postal address or the email address above. Unless the cancellation is due to a delay on the part of the Company that is beyond the timescale referred to in section 4a, you will be liable to pay half of the full fee.
- c) You can use the cancellation form below but you do not have to. Where notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery, however cancellation will be deemed to be served as soon as it is posted or sent to the Company.
- d) The Company will acknowledge receipt of notice of cancellation in writing within 14 days.
- e) You can request in writing that the Company can start work on your documentation on a date before the expiry of 14 days of the date that you first give us information to enable us to complete work for you. Should you subsequently cancel the contract within 14 days of the date that you first give us information to enable us to complete work for you, you may have to pay for any work that was carried out on your behalf before you cancelled in accordance with the reasonable requirements of this agreement.

If you wish to cancel this contract, you MUST DO SO IN WRITING and deliver it personally or send (which may be by electronic mail) it to the Company named below. You may use this form if you want to, but you do not have to.

Complete, detach and send this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT

To: Prestige Legal Services Ltd, Matrix @ Dinnington Business Centre, Nobel Way, Dinnington, Sheffield, S25 3QB

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract reference number

Signed:.....

Signed:.....

Print Name:.....

Print Name:.....

Date:.....

Date:.....

Address:.....

Postcode:.....

LETTER OF ENGAGEMENT - PRESTIGE COPY

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2nd Client

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On behalf of Prestige

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Matrix at Dinnington Business Centre
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