

These terms and conditions (the **Terms and Conditions**) apply to the services (the **Services**) which Leading Business Services Limited (**LBSL, the Firm, us, our, we**) will provide to you and which are set out in the attached letter of engagement (the **Engagement Letter**). The Engagement Letter and Terms and Conditions form the basis of our business relationship with you and are referred to as **the Contract**. The Contract comprises the whole agreement between **LBSL** and you relating to the Services. The Contract replaces and overrides any previous communications, understandings, correspondence or proposal whether written or oral. By sending LBSL engagements and or by asking LBSL to start performing the Services, you are agreeing to accept these terms.

1 General Matters

You confirm and warrant that you have all the necessary powers and have obtained all the necessary authorisations, consents and approvals to validly and lawfully enter into this contract.

Amendments to the Terms and Conditions may only be made by a specific paragraph in the Engagement Letter referring to a numbered clause of the Terms and Conditions. In the event of a conflict between the Terms and Conditions and Engagement Letter, the Engagement Letter will prevail.

Either party may initiate changes to the Services and such changes as may be agreed will be set out in a supplementary letter to the Engagement Letter and will form part of the Contract.

The terms of the Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind all parties.

If any provision of this Contract should not be valid, in whole or in part, it will be deemed not to form part of the Contract and the enforceability of the remainder of the Contract will not be affected.

The Engagement Letter, once signed, will remain effective until it is cancelled or suspended in writing. Where necessary to amend the terms of the Engagement Letter, we will provide a supplementary letter to the terms of the Engagement Letter incorporating the changes. The validity of the agreement will not be affected by any changes made in writing by us.

2 Your Relationship with Us

Your relationship is with us rather than any individuals dealing with your Engagement.

We are a limited liability company registered in England under company registration number 09486754. Our registered office is Lawrence House, 5 St Andrews Hill, Norwich, NR2 1AD.

We use various trading names, but your relationship is and remains with us. These trading names include:

- (a) Leading
- (b) Simple Liquidation
- (c) Norfolk Will Writing
- (d) Express Will
- (e) Probates Online

We may rely upon engagements given to it either orally or in writing by any person in your organisation that it reasonably believes to be authorised by you to communicate with it. In the case of initial engagements given to us orally, we will normally (but are not obliged to) write to you confirming our understanding of the services to be provided and you should contact us as soon as possible if there is any change in those engagements.

One of our senior team will lead any assignment and will be responsible for providing the Services on our behalf and will involve other directors and staff as necessary.

Our normal office hours are between 9am and 5pm Monday to Friday. You can contact us outside of these hours by email or by leaving a telephone message.

3 Third Parties

It may be necessary for Third Parties to be instructed to carry out work as part of, or alongside, the Services. Examples of such Third Parties may include solicitors, accountants and valuation agents.

Notwithstanding the confidentiality clause below, we may disclose information concerning the Contract and the Services to Third Parties provided that they are reasonably assumed to hold a similar level of professional competence in maintaining information acquired by them during the provision of the Services in a confidential manner.

Where we incur professional fees with Third Parties on your behalf, we will seek to agree fees on a competitive basis, although we are not obliged to seek multiple quotes or to accept the lowest quote. We will choose which Third Parties are instructed based on several criteria, including ability, knowledge, experience, location and cost.

Where we instruct Third Parties directly or on your behalf, we reserve the right to include a profit element in our recharge to you, unless we are restricted by statute or regulation to do so (such as in formal appointments under the Insolvency Act 1986).

4 Your Responsibility for Third Parties

You will be wholly responsible for the work and fees of any third party engaged by you in connection with the Services. Unless specified in the Engagement Letter, we will not be responsible for managing or reviewing services delivered by third parties. If there is any claim made or against threatened against us by a third party for your breach of the Services, you shall compensate us and reimburse any loss, damage, expense, claim or liability incurred by us.

Where we instruct Third Parties on your behalf, you agree to remain liable for the costs and disbursements of such parties.

5 Our Responsibility for Third Parties

As part of the performance of the Services, it may be necessary for us to take specialist advice from a third party (a **Sub-Contractor**) and it shall be entitled to do so provided that it remains liable to you for the work to be performed by the Sub-Contractor.

6 Conflict of interest and Independence

We reserve the right to deliver services to other clients whose interests might compete with yours or may be adverse to yours. We will inform you if we become aware of any conflict of interest in the relationship. Where conflicts are identified that cannot be managed in a way that protects your interests or could be perceived to affect our integrity or objectivity, then we will be unable to provide further services.

7 Ethics

In relation to insolvency engagements, we will observe the ethical guidelines of the Insolvency Code of Ethics and accept instructions to act for you on the basis that we act in accordance with those guidelines.

In relation to will writing, estate planning and probate engagements, we are a member of and adhere to the code of conduct issued by the Society of Will Writers.

In relation to probate appointments, we are licensed by the Institute of Chartered Accountants in England and Wales and adhere to the ICAEW Code of Ethics.

We will provide professional services with reason skill, care and due diligence. We will not be held responsible for any losses arising from the supply by you or others of incomplete or incorrect information, or your or others' failure to supply any appropriate information or your failure to act on advice given by us.

You agree to indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing. You agree that you will not bring any claim in connection with services provided by us against any of our employees on a personal basis and, where you breach this clause, you hereby indemnify us and our directors, employees and agents, against any claims or loss suffered.

8 Disclosing Prior Relationships

In accordance with our checks for any potential conflicts of interest, we must disclose any previous personal or professional relations which may prejudice our objectivity to act on your behalf.

By signing the engagement letter acceptance, you are confirming that you have not previously been a client of this firm, or are aware of any other relationship which may prejudice our objectivity. If you are aware of any personal or professional relationships, please disclose this at the earliest opportunity.

9 Regulatory Matters

Nothing in the contract will prevent us from complying with any law or statute or the regulations of any relevant professional body to which it is associated.

In the course of our work, we may perform certain services which are regulated by a regulatory authority. If the services are or become a regulated activity, we will communicate with you further, with a view to complying with the relevant regulations.

For insolvency, probate and estate administration engagements, we are regulated by the Institute of Chartered Accountants in England and Wales. Our membership number is C008763343.

The probate register can be accessed at icaew.com/probate and the probate regulations can be viewed at icaew.com/regulations.

For the avoidance of doubt, we are not regulated or authorised by the Financial Conduct Authority, the Law Society or the Solicitors Regulation Authority.

10 Anti-Money Laundering and Client Identification Procedures

In accordance with the Money Laundering Regulations 2017 ("the Regulations") and the Proceeds of Crime Act 2002 ("POCA") you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency ("NCA").

If we become aware or suspect that money laundering may have been attempted or taken place, we are required to report this to our Money Laundering Reporting Officer, which may lead to a report being submitted to NCA without prior notice to you.

As a specific requirement of the Regulations, we are required to identify our clients and, where the client is a corporate entity, its directors and its ultimate beneficial owners. This will include, for a company, proof of registration and address; and for individuals, proof of identity and address. We will maintain copies of such records for a period of six years after we cease to act.

Additional information may be required about the source of any funds for a transaction and we may refuse to proceed if not reasonably satisfied about the source and legitimacy of funds.

We reserve the right to refuse to accept funds in respect of an engagement (whether client monies or in respect of our fees) and we are not obligated to provide a reason for any refusal.

To reduce the risk of money laundering and to reduce our banking costs, we reserve the right to refuse to accept payment by cash or cheque.

11 Data Protection and Confidentiality

We are a registered Data Controller under registration number ZA283183 and when acting as insolvency office holders, Jamie Playford is registered under registration number Z2499860 and Alex Dunton is registered under registration ZA146416. We fully endorse and adhere to the principles of the Data Protection Act 2018 ("the Act"). By your acceptance of the Contract, you agree to us maintaining personal data in accordance with the Act. In order to perform the Services, we will need to process personal data (such as contact details for you or individuals in your organisation) for this and other related purposes (including updating client records, crime prevention, legal and regulatory compliance) and may need to disclose this information to third parties. All data supplied to us will be processed in accordance with the Act and we request that you comply with data protection legislation in relation to all personal data supplied by us.

On completion of the Services our working papers and any other documents provided to us will remain our property. Once a matter has been finalised, we will retain files for 6 years at the end of which they will be destroyed, unless required by law to hold for a longer period or alternatively at our discretion.

Confidential information which you provide to us will be kept strictly confidential, subject to our obligations where it is required to disclose it by law, by regulatory bodies, by its insurers or as part of an external peer review. If we are working on a matter in conjunction with your other advisers, we will assume, unless you notify otherwise, that we may disclose and discuss any such information with such advisers, as appropriate.

We may refer to work that we do for you, or on your behalf, for marketing purposes. We will not make such references where you notify us in writing that we may not do so.

In the course of the services provided to you, we will obtain, use, process and, with your consent, disclose personal data about you. Under the provisions of the Act, anyone has a legal right to access personal data which is held about them. Any personal or financial information which you provide may be used by us. If we hold any personal information about you, we will provide details of such information to you upon receipt of a written request from you. We may charge you for providing such information.

By agreeing to engage us you confirm that you consent to the storage, sharing and processing of the information detailed above.

We use cloud storage to retain our client files and we use several different software providers. Any provider that we use will provide and maintain the infrastructure to internationally recognised industry standards. As far as we are aware, the location of the data stored will be held in either the UK, the EU or the USA.

12 Quality Control

As part of our commitment to providing a quality service, our files are subject to an independent quality review. Our reviewers are highly experienced and are bound by the same confidentiality requirements as us.

Neither party will be in breach of any contractual obligations or incur any liability as a result of any cause beyond reasonable control. Should this event occur, the affected party would be obliged as soon as reasonably practicable to notify the other, who shall have the option to suspend or terminate the engagement.

13 Ownership

We shall retain ownership of the copyright and all other intellectual property rights in the product of the professional services and ownership of working papers. Upon payment of our fees, you may, with our express written consent, acquire ownership of any product or professional services provided. We shall be entitled to use, develop or share experience or knowledge gained through performing professional services.

14 Retention of Records and File Destruction

During the course of our work, we will collect information from you and others acting on your behalf. Whilst certain documents may legally belong to you, unless these are collected beforehand, we intend to destroy correspondence and other papers that we store that are more than six years old, other than documents which we think may be of continuing significance.

If you require us to retrieve any records from storage that we hold, we may charge you for the retrieval of the records, including time spent retrieving and producing the records including reading, corresponding or other work necessary to comply with your request.

15 Client Monies

We may, from time to time, hold money on your behalf. The money will be held in a client bank account which is segregated from our funds, but which may be held with other clients' funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

We are not obliged to hold funds on an interest-bearing account but, where we do so, to avoid excessive administration, interest may only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £50. In the event that we do pay you interest, we are not obliged to deduct any amount in respect of tax and it remains your responsibility to account to HMRC or any other tax authority for any tax due on payments made by us.

16 Fees

The basis of our fees will be proposed and, where possible, agreed in advance of work being completed and will be set out in the Engagement Letter and to the extent that the Engagement Letter is silent on the matter, the following terms will apply:

- (a) Time for payment of fees will be of the essence.
- (b) Our invoices are payable within seven days of the invoice date unless otherwise stated.
- (c) To the extent that our invoices are not paid by the due date, we are entitled to charge interest at the prevailing LIBOR rate on unpaid sums.
- (d) All sums due in connection with the Services which may comprise fees, disbursements, or other sums, will be subject to the appropriate rate of Value Added Tax as applicable.
- (e) Any fee estimate given by us will be given in good faith but will not be contractually binding.

A note of our charges and disbursements will be provided with any statutory progress reports or at other appropriate intervals and will be due for payment upon presentation of our invoice.

In the event of non-payment by corporate clients, we reserve the right to claim compensations and statutory interest on debts which become overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013. For all other clients, in the event of non-payment we shall charge interest at 2%. In addition, we reserve the right not to undertake further work on your behalf if payment is not made, and you shall be advised of this in writing.

We reserve the right to retain (and not to disclose) any files, working papers, books and records and other information held by us, whether owned by you or third parties, whilst any fees or disbursements remain outstanding.

17 Disbursements

We may incur out of pocket disbursements as part of providing the Services, such as company search fees, statutory advertising, court fees, external books and records storage and Land Registry fees. We will record and recharge out of pocket disbursements at cost meaning there is no profit element applied.

It is our policy not to record or recharge in-house disbursements, such as internal room hire and internal photocopying.

18 Electronic Communication

During the provision of the Services, the parties may communicate electronically with each other. All parties recognise that systems and procedures cannot guarantee that transmissions will be unaffected by outside influences. In connection with electronic communications, all parties:

- (a) Recognise that electronic communication cannot be guaranteed to be secure, virus free or unaffected by transmission;
- (b) Accept the risks of and authorise electronic communication between themselves;
- (c) Agree to use commercially reasonable virus checking procedures before sending information electronically;
- (d) Agree that each will be responsible for its own electronic communication systems, and;
- (e) Agree that no party will have a claim against the other party for any reason arising out of electronic communications in connection with the Services.

The exclusion of liability in the above clause will not apply to the extent that any liability arises out of acts, omissions or misrepresentations which are in any case criminal, dishonest or fraudulent on the part of either party's respective directors, partners, agents or employees.

19 Liability and Indemnity

We will perform the services with reasonable skill and care and acknowledge that we will be liable to you for any loss, damage, costs and/or interest ("Loss") caused by our negligence or breach of contract, subject to the following provisions:

- (a) We will not be liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any other person; and
- (b) We will not be responsible for any consequential loss howsoever caused.

Where any Loss is suffered by you for which we would otherwise be jointly and severally liable with any third parties, the extent to which such Loss shall be recoverable by you from us, as opposed to the third party, shall be limited so as to be in proportion to our contribution to the overall fault for such damage or Loss, as agreed between the parties, or in the absence of agreement, as finally determined by an English Court.

Unless and to the extent that they have been finally and judicially determined to have been caused by our fraud, wilful default, negligence or breach of contract, you will indemnify on demand and hold us harmless against all third-party actions, claims, proceedings and losses whatsoever and howsoever arising from, or in any way connected with, the provision of the Services. Nothing in this paragraph is intended to exclude or limit our liability for fraud or for any other acts or losses that cannot lawfully be excluded or limited.

The Provision of Services Regulations 2009 requires that we disclose information in respect of our professional indemnity insurance ("PII"). We hold PII effected through Liberty Mutual Insurance Europe SE, 20 Fenchurch Street, London, EC3M 3AW. Our policy number is BRUKPI10971803. The territorial cover of the policy is worldwide excluding USA and Canada. The limit of cover is £2m for each and every claim. If you require us to affect a higher limit of liability, please let us know immediately.

20 Right of Cancellation

This section applies where you are a 'consumer' as set out in section 4 of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations"). In accordance with the Regulations, you have the right to cancel this agreement at any time within 14 days of acceptance its terms, without providing any reason.

To cancel the Contract, you must inform us of your decision to cancel it within the 14-day period. Attached to your Engagement Letter is a model cancellation form which you may use to inform us of your decision to cancel the Contract.

Given that the services that you have asked us to carry out may be of a time sensitive nature, if you have expressly requested that work be commenced by us prior to the expiration of the cancellation period, should you decide to cancel this Contract within the cancellation period you acknowledge that you will be liable to us for the reasonable cost of completing the work carried out up to the date of cancellation. This cost will usually be calculated on an hourly basis at our usual hourly rates, however if the original fee estimate was made on another basis, such as a percentage, success or fixed fee, we may decide to calculate the cancellation fee on that basis.

21 Notices

Any notice delivered by us or you in accordance with the Services shall be made in writing and delivered by email or by first class post to or left at our registered office. Notices delivered by first class post shall be deemed to have arrived on the second working day after posting. Notices delivered by email or by hand delivery shall be deemed to have arrived at 9am the following working day after delivery.

22 Waiver and Assignment

Failure by any party bound by the Contract shall not amount to any waiver of rights. You shall not have the right to assign the benefit or transfer the burden of the Contract to another party without obtaining written consent from us to do so.

23 Termination

Either us or the instructing party can terminate the Contract or suspend it by giving 30 days written notice. Any sums due at the time of termination or suspension shall become payable in full at that date.

Where the Contract has led to us or any of our directors or employees being formally appointed as an executor, trustee, personal representative, office holder under the Insolvency Act 1986 or the Law of Property Act 1925, or where we are named on a grant of probate or letters of administration, any termination or suspension of the Contract will not apply without our express written consent and may require a court order in order to transfer or end any appointment.

24 Concerns or Complaints

Every endeavour will be made to try to resolve any issues that may arise. However, if any matter is not dealt with to your satisfaction your complaint should be made in writing to our complaints manager, Claire Pitt, at complaints@leading.uk.com and the matter will be reviewed and responded to promptly.

We will acknowledge your concern or complaint within three working days and promptly investigate the matter. We may request further information from you to enable us to do this. We will endeavour to provide you with our final outcome within four weeks of receipt of your initial correspondence, unless further information is requested from you or other parties. In the event that we are unable to provide you with a final response within this timeframe, we will advise you of this within the four week period and a final response will be provided to you within eight weeks of receipt of the initial complaint.

If your concern or complaint is in relation to a formal insolvency procedure and in the event that you are still not satisfied and wish to take the matter further, your complaint will be passed to our external compliance and monitoring consultants for them to review the matter independently. We will report the outcome of any independent investigation to you within two weeks of receiving it ourselves. Should you remain dissatisfied, you may make a complaint to through the Government's Insolvency Service Complaints Gateway who will review it and, if appropriate, forward it to our regulatory body for further investigation. This is the gateway through which all formal complaints against insolvency practitioners must be made:

Website: www.gov.uk/complain-about-insolvency-practitioner
E-mail: ip.complaints@insolvency.gsi.gov.uk
Post: The Insolvency Service, IP Complaints, 3rd Floor, 1 City Walk, Leeds, LS11 9DA
Tel: 0845 602 9848 – calls are charged at between 1p and 10.5p per minute from a landline; for mobiles, between 12p and 41p per minute if you are calling from the UK.

If your concern or complaint is in relation to probate or estate administration and in the event that you are still not satisfied and wish to take the matter further, your complaint will be passed to our external compliance and monitoring consultants for them to review the matter independently. We will report the outcome of any independent investigation to you within two weeks of receiving it ourselves. Should you remain dissatisfied, you will usually have 6 months of receiving our final written response to may make a complaint to the Legal Ombudsman. They may be contacted using the details below:

E-mail: enquiries@legalombudsman.org.uk
Post: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ
Tel: 0300 555 0333

25 ICAEW Compensation Fund

The ICAEW's compensation fund is a scheme available for clients of firms accredited for probate by the ICAEW, who can apply for compensation if they have suffered a loss that was in consequence of:

- fraud or other dishonesty on the part of an accredited probate firm or of any principal or employee of an accredited probate firm, in connection with their activities in the course of authorised work; or
- a failure to account for money which was received by an accredited probate firm, or the principal or employee of an accredited probate firm, in connection with their activities in the course of authorised work.

To apply you should contact ICAEW as soon as possible if you are considering making an application for a grant. Please e-mail claire.phillips@icaew.com.

26 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from it.

It is expressly agreed and understood that these terms apply to all Services provided by us pursuant to the Engagement, whether such Services are performed, and remain in place and fully effective until varied or replaced by written agreement between us.

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