



LETTER OF ENGAGEMENT – CLIENT COPY

This service is being provided to you by APS Legal & Associates Ltd via our Associate.

APS Associate Name and Full Contact Details:

**EMILY POOL DipPFS AIPW
MIDDLE PATH ESTATE PLANNING
1 OAKLANDS ROAD
BEDFORD
MK40 3AG
TEL: 07786 854 048
middlepathestateplanning@gmail.com**

APS Legal & Associates Ltd (hereinafter referred to as “the Company”) are members of the Institute of Professional Willwriters (hereinafter referred to as “IPW”) and it is mandatory that it and its Associate operates in accordance with the IPW Code of Practice, copies of which are available free of charge either from the Company or from the IPW at the address overleaf. Any instances of non-compliance with the IPW Code of Practice should be addressed to the IPW. 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 have. 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 and the IPW are keen to ensure that the Company provides its services to the highest standards within the profession and in compliance with the Code of Practice. We would be grateful if you would spend a few moments completing an online questionnaire at www.ipw.org.uk/public/review-a-member. Alternatively a paper version of the questionnaire can be obtained from the Company or the IPW at either of the addresses overleaf.

1. Fees

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

2. 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. However, if you already have a business relationship with your Associate you may opt for an initial phone consultation instead of an initial visit.
- 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 provided as updates to documents already provided by the Company, you can elect not to have a first visit and instead to confirm your amendments to the original Will in writing to your Associate.
- 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 do so.
- 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 a minimum of £2.5 million to cover claims and losses arising as a result of any negligent act by it and your Associate.
- g.** The Company has Public Liability Insurance of £5million to cover claims and losses or damages arising from action by it and your Associate.
- h.** The Company reserves the right to withdraw from any transaction if either it or its Associate are unable to complete any transaction in whole or in part but, if this becomes the case, 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.

3. 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.

4. Timescales

- a. Provided that the Associate and the Company are expressly permitted and able to commence work straight away (see clause 6(e) below), your Associate shall submit your completed instructions for document preparation to the Company within 2 working days.
- b. After your completed instructions are submitted by your Associate, your documents will be drafted by the Company. Once you have approved these draft documents, your completed documents will be available for signing no later than 7 working days from the date on which the Company has all the information that it requires to complete your documents.
- c. 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.
- d. If you are unable to provide all of the information that the Company requires to draft your documents within 28 days of this agreement 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.
- e. For clarity the timescales referred to above expressly do not include waiting for information from you or approval of documentation by you and solely refers to the time the Company takes with the work you have appointed it to undertake.

5. Payment

Payment is required, either in full or a proportion of the total fee, when your Associate has taken your instructions, or when all your documentation has been completed and signed – whether your instructions have been taken in person or by remote means. Payment can be either by cheque or bank transfer, or by cash if necessary. Please make payment to your Associate, who is acting in the capacity of a representative of APS Legal and Associates Ltd.

Normal Payment Terms (PLEASE TICK):

- Up to 50% of the fees up front and the remainder on completion

Alternative Payment Options (Only on agreement with our Associate):

- Full fees payable on completion
- Full fees payable up front (payable to your Associate's Client Account)

6. Notice of the right to cancel

- a. You have a right to cancel this agreement with the Company within 14 days of the date of this agreement by writing to the Company at the postal address or the email address below and you will not be required to make any payment.
- b. You can cancel this agreement with the Company later than 14 days after the date of this agreement by writing to the Company at the postal address or the email address below. Unless the cancellation is due to a delay on the part of the Company that is beyond the timescale referred to in section 4b, you will be liable to pay half of the full fee.
- c. You can use the cancellation form attached to this agreement. 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 us.
- d. The Company will acknowledge receipt of notice of cancellation in writing within 14 days.
- e. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, neither the Associate nor the Company are allowed to commence work unless either 14 days from the date of this agreement have passed or you have consented to us commencing work within that period. You can agree in writing that the Company can start work on your documentation on a date before the expiry of 14 days from the date of this agreement although we can only commence work once you have given us all information to enable us to complete the work for you. You can indicate that you would like us to commence work straight away (after we have all relevant information) and within the 14 days from the date of this agreement by ticking the consent box below. If we do start work at your request within the 14 days, you will become liable for the fees.

7. Complaints

- a. If you are not happy with any aspect of service provided by the Company, you should first of all contact our Associate, using the contact details in the box below.
- b. If your complaint has not been satisfactorily concluded, and you wish to make a complaint about any aspect of service provided by the Company, you must in the first instance write to the Managing Director of APS Legal & Associates, at the address of the Company. He/she will acknowledge your letter within 3 working days of receipt and then investigate the circumstances of your complaint and write to you with the results of their investigation within a further 28 days. If you are not happy with the results of the investigation by the Company, we will provide you with information about the IPWADR service – see next item.
- c. If you are not happy with the results of the investigation by the Company, you can contact the Institute of Professional Willwriters who operate an Alternative Dispute Resolution service called IPWADR that will consider your complaint. Please note that you MUST raise your complaint with the Company before you can access the IPWADR. The contact details for IPWADR are

IPWADR, Trinity Point, New Road, Halesowen, B63 3HY
www.ipw.org.uk/professional/making-a-complaint

- d. These complaints procedures do not prevent you from seeking other means of redress.
- e. If the Company or the Associate fail to comply with this Letter of Engagement terms, the Company is responsible for loss or damage you suffer that is a foreseeable result of that breach of the Terms or the Company's or the Associate's negligence, but the Company will not be responsible for any loss or damage that is not foreseeable, however caused. Loss or damage is foreseeable if arising as an obvious consequence of the breach or if they were contemplated by both you and the Company/the Associate at the time this agreement is entered into.
- f. Without affecting the provisions of clause 7(e), any claim by you against the Company in relation to the Company's or the Associate's services under these Terms shall be limited to the Company's Professional Indemnity Insurance cover, as set out in clause 2(f) above.

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. For further information, the Company's privacy notice can be viewed in full, at: www.aps-legal.com/privacy-notice

- 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:
- e. 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.
- f. To prevent fraud or if required to do so by law.
- g. 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.
- h. 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.
- i. All personal information will be held by the Company under appropriate security and within the European Union.
- j. 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.
- k. 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.
- l. 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.

Information Commissioners Office (ICO) Wycliffe House, Water Lane, Wilmslow SK9 5AF

Commencement of work

I/we give consent for the Associate and the Company to commence work before the end of the 14 day cancellation period. I/we understand that the Associate needs all requested information to be able to commence work and I/we understand that I/we will become liable for the fees. This is for urgent cases only and will require completion of a further form and there may be an additional fee payable.

I agree

Final signatures

It is important that you read and understand the above terms that will apply to this agreement before signing. If there are any terms that you do not understand or do not wish to agree to, then please discuss these with your Associate, or with APS Legal & Associates before signing. Only sign if you wish to be bound by this Letter of Engagement.

1st Client

Signed:
Print Name:
Date:

2nd Client

Signed:
Print Name:
Date:

Your Associate

Signed:
Print Name:
Date:

Important Addresses

APS Legal & Associates

Worksop Turbine Innovation Centre,
Shireoaks Triangle Business Park,
Coach Close,
Worksop,
Nottinghamshire,
S81 8AP
www.aps-legal.co.uk
enquiries@aps-legal.co.uk
Tel: 0845 430 4600

Institute of Professional Willwriters

Trinity Point
New Road
Halesowen
B63 3HY
www.ipw.org.uk
office@ipw.org.uk
Tel: 0845 644 2042

IPW Alternative Dispute Resolution Service

(IPWADR)
Trinity Point
Halesowen
B63 3HY

On behalf of APS Legal & Associates Limited, Head office, Worksop Turbine Innovation Centre, Shireoaks Triangle Business Park, Coach Close, Worksop, Nottinghamshire, S81 8AP. APS Legal & Associates Limited is a member of the Institute of Professional Willwriters and complies with the Trading Standards Institute approved IPW Code of Practice.



Cancellation Notice

If you wish to cancel this contract, you MUST DO SO IN WRITING within 14 days of the date of the Agreement 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 and send this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT

Send to either:

Your Associate (name and contact details can be found above), or

APS Legal & Associates Ltd, Worksop Turbine Innovation Centre, Shireoaks Triangle Business Park, Coach Close, Worksop, Nottinghamshire, S81 8AP

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:	

If you have any concerns please address them to your Associate and to APS Legal & Associates.

Our contact details are:

By phone: 0845 430 4600

By email: enquiries@aps-legal.co.uk

By post:

APS Legal & Associates: Head Office

Worksop Turbine Innovation Centre,
Shireoaks Triangle Business Park,
Coach Close,
Worksop,
Nottinghamshire,
S81 8AP



Data handling and further services

We take the security of your personal data very seriously. Any data collected by an Associate of the Company will be used only in strict accordance with the terms set out in your letter of engagement. If you would like to opt in to any of our further services, please tick the boxes below and sign this form:

Regulatory monitoring of the Company's services

The Company has an interest in sharing your personal information with our voluntary regulator, the Institute of Professional Willwriters (IPW), to enable them to monitor compliance with their Code of Practice and to test levels of customer satisfaction. If you consent to your information being used for this purpose, please tick this box:

I agree

Information concerning further products and services

I/We may from time to time wish to contact you with newsletters or information regarding products and/or services which we provide. If you consent to us contacting you for this purpose please tick to say how you would like us to contact you:

Post

Email

Telephone

I/We would also like to pass your details to any third party individual organisation who we believe offer services that would be of benefit to you – such as financial planning – so that they can contact you by post with details of the services that they provide. If you consent to us passing on your details for that purpose please tick this box:

I agree

Please note that any given consent can be withdrawn at any time. Please contact the Company by post, email, or telephone if you wish to update your preferences. You can inform us by post, telephone or email. For further information about how we handle your data, the Company's privacy notice can be viewed in full, at: www.aps-legal.com/privacy-notice

Please sign below to confirm your data handling instructions:

1st Client

Signed:
Print Name:
Date:

2nd Client

Signed:
Print Name:
Date:

