

Hughes Probate Services – Terms and Conditions

1. Application

- 1.1 These Terms and Conditions shall apply to the provision of all Services by Hughes Probate Services Limited, a company in England & Wales, whose office address is at 5 The Croft High Street Hillmorton Rugby Warwickshire CV21 4EQ (“the Service Provider”).
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), these Terms and Conditions shall prevail unless expressly otherwise agreed by us in writing.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
“**Acceptance**” means the acceptance of our Proposal, whether verbally or in writing, or the receipt by us of a signed instruction to proceed form. Acceptance includes the acceptance of these Terms and Conditions;
“**Client**” means the individual purchasing the Services.
“**Contract**” means the contract formed upon Acceptance by the Client as above, which will incorporate and be subject to these Terms and Conditions;
“**Disbursement**” means a payment made to third parties on your behalf, including but not limited to, court fees;
“**Proposal**” means our proposal to carry out the Services, as detailed in our instruction to proceed form, which confirms the entire scope of Services to be provided and unless otherwise stated, remains open for acceptance for a period of 30 days;
“**Services**” means the probate services to be carried out by us as detailed in the Proposal
- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1 “we”, “us” and “our” is reference to the Service Provider;
- 2.2.2 “you” and “your” is reference to the Client;
- 2.2.3 “writing” and “written” includes emails and similar communications;
- 2.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.2.5 “these Terms and Conditions” is reference to these Terms and Conditions as amended or supplemented at the relevant time;
- 2.2.6 a clause is a reference to a clause of these Terms and Conditions; and
- 2.2.7 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to persons shall include corporations.

3. The Contract

- 3.1 After an initial consultation we will outline the Services to be provided in our Proposal. Once the Contract is formed, in consideration of the fees being paid in accordance with the terms of payment below, we will provide the Services to you as described within the Proposal.
- 3.2 We will only accept instructions from you if you are over 18 years of age. We cannot provide the Services to you if
you are dealing with probate that is governed by the law of another country) or religious laws; or
- 3.3 You confirm that:
- 3.3.1 you are not subject to coercion or undue influence;
- 3.3.2 you have sufficient mental capacity to make and execute the relevant documentation being provided under the Services);
- 3.3.3 you are able to read and write;
- 3.4 You understand that, where we are providing the guidance Services all final decisions made are your responsibility.

4. Fees

- 4.1 Unless otherwise agreed by us in writing our fees for general probate Services are 2% of the gross value of the estate that is due to be received and our payment terms are as follows:
- 4.1.1 £500 of the quoted fee is due upon acceptance of our Proposal. Orders will not be deemed confirmed until the deposit is paid in full.
- 4.1.2 £150 of the quoted fee will be invoiced on a monthly basis whilst the Services are ongoing.
- 4.1.3 Up to 50% of the quoted fee will be invoiced once we have completed the application for the grant of probate.

4.1.4 Final balance is due within 7 days of the final invoice being issued..

- 4.2 Unless otherwise agreed by us in writing our fees for deputyship and lasting powers of attorney and our payment terms are £150.00 deposit and is as follows:
- 4.2.1 £950 for deputyship in total, remaining balance payable within 7 days of completion.
- 4.2.2 £250 per document for lasting power of attorney in total, remaining balance payable within 7 days of completion.
- 4.3 Where agreed between the parties, we shall charge for reasonable travelling time and travel expenses, any incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 4.4 Disbursements may be required to be paid for in advance either by you or by us on your behalf and are in addition to the fees stated in the Proposal.
- 4.5 You will pay for any additional services provided that are not specified in the Contract in accordance with our then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses.

5. Payment

- 5.1 All payments required to be made by you shall be made upon receipt of our invoice, in pounds sterling.
- 5.2 The time of payment shall be of the essence of the Contract. If you fail to make any payment on the due date then we shall have the right to suspend the Services and charge you interest on a daily basis at the rate of 4% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.

6. Your Obligations: You agree to:

- 6.1 disclose all relevant facts and information to allow us to provide accurate advice;
- 6.2 give us complete and accurate answers to any questions we may ask, no later than 7 days after we request this information. If any of the information you provide is not accurate and/or complete, this may affect the validity of the Services;
- 6.3 provide sufficient evidence of your identity to enable us to confirm your identity and/or comply with Money Laundering Regulations;
- 6.4 arrange for a witness to be present on the date of the attestation if you want to use another party.

7. Our Obligations: We agree to:

- 7.1 use reasonable care and skill to perform the Services;
- 7.2 provide you with professional advice on matters related to the Services, in accordance with generally accepted industry standards and practices. In some cases, this may mean advice to draw up other documents, or take other action, which may incur additional fees. In this event, we will provide you will full details of such charges in advance and you will be under no obligation to proceed with any additional services offered;
- 7.3 ensure that you are kept informed of the progress of the Services;
- 7.4 use all reasonable endeavours to complete our obligations under the Contract, but time will not be of the essence in the performance of these obligations;
- 7.5 send all death certificates and associated ancillary documents to the address provided by you, where we are unable to hand-deliver these;
- 7.6 attempt to contact you if you do not respond and/or provide any necessary information we have requested within 28 days, we reserve the right to issue you with our invoice for the Services carried out to date and this will be payable with accordance of clause 5.

8. Data Protection

- 8.1 Where you provide us with personal and financial information relating to others, for example, family members, dependants, joint asset holders, beneficiaries, executors, trustees or other professional advisors, you confirm that you have their consent or are otherwise entitled to provide this information to us and we can use it in accordance with the Contract.
- 8.2 Both Parties undertake that, unless authorised in writing by the other Party, they shall at all times throughout the duration of the Contract, and indefinitely after its termination, keep confidential all confidential Information.
- 8.3 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018 and any subsequent amendments to it.

9. Variations and Amendments

- 9.1 No alteration, modification or addition to either this Contract or any waiver of terms shall be valid unless made in writing and signed by the duly authorised representatives from both parties.
- 9.2 The Services (other than a single consultation) covers up to two consultation appointments. Where you require further amendments or advice, these additional consultations may be chargeable at our discretion.
- 9.3 Where variations are agreed, we will endeavour to make any required changes and any additional costs incurred as a result will be invoiced to the Client.
- 9.4 If we have to make any change in the arrangements relating to the provision of the Services, we shall notify you immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
- 9.5 Any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with the terms for payment above.

10. Liability and Indemnity

- 10.1 Except in respect of death or personal injury caused by our negligence, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims in connection with the performance of its obligations under the Contract.
- 10.2 In the event of a breach by us of our express obligations under these Terms and Conditions, the remedies to you will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services.
- 10.3 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer (where applicable).

11. Cancellation

- 11.1 Consumers (as defined in the Consumer Rights Act 2015) have a statutory right to a 14 day cooling off period from the date the Contract is formed under distance selling regulations. You may, for any reason, cancel the Services during this 14 day period. You can confirm your cancellation in any way convenient to you and we will refund any payments made by you within 14 days of the cancellation.
- 11.2 However, if you expressly state that you wish for the Services to commence within this initial 14 day cooling off period, your right to cancel within this period will be lost and payment will be required for all Services carried out during this time.
- 11.3 Should you cancel the Services at any time after the cooling off period detailed above has expired, (whether or not we have provided you with a first draft), we shall be immediately entitled to payment for 75% of the total fees and upon receipt of this payment, we will provide you with all documentation we have prepared up until the date of cancellation.
- 11.4 Should you cancel the Services at any time after the cooling off period detailed above has expired and after we have updated your first draft, we shall be immediately entitled to payment for 100% of the total fees and upon receipt of this payment, we will provide you with all documentation we have prepared up until the date of cancellation.
- 11.5 Either Party may cancel the Contract at any time by giving written notice to the other Party if:
- 11.5.1 any sum owing to that Party by the other Party under any of the provisions of the Contract is not paid within 30 days of the due date for payment;
- 11.5.2 the other Party commits any other breach of any of the provisions of the Contract and, if the breach is capable of remedy, fails to remedy it within 30 days after being given

written notice giving full particulars of the breach and requiring it to be remedied.

12. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

13. Waiver

No waiver by us of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any provision of the Contract shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which the waiver is given.

14. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.

15. Copyright

- 15.1 We reserve all copyright and any other rights (if any) which may subsist in the documents, or in connection with the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.
- 15.2 You warrant that any document or instruction furnished or given by you shall not cause us to infringe any letter patent, registered design or trade mark in the execution of our Services and shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of your information.

16. Notices

- 16.1 Any notice required to be given under this Contract shall be in writing and shall be delivered by hand, sent by post or recorded delivery or by e-mail to the address of the party as set out in the Contract, or to such other address as may be notified by one party to the other.
- 16.2 A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00am on the first business day following delivery). A correctly addressed notice sent by post or recorded delivery shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. An e-mail shall be deemed to have been delivered within 24 hours from the time of being sent, provided that no "non-deliverable" notice is received by the sender.

17. Law and Jurisdiction

- 17.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Signed _____

Dated _____