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## About Clive Barwell

I am a Registered Trust & Estate Practitioner and have been advising on Wills, Trusts, Probate, and Estate Planning since 1971. As a qualified member of the Society of Trust & Estate Practitioners (STEP), I comply with their Code of Professional Conduct. I am a former Chair of STEP Yorkshire.



## 1. Clive Barwell

This document together with our letter of engagement (“our agreement”) represents an agreement between both parties which shall be treated as though it were a contract construed in accordance with English law.

Here and elsewhere, unless the context requires otherwise, references to “we”, “our”, or “us” refer to Clive Barwell.

References in this document to “you” or to “our client” mean the client as identified in our letter of engagement to you or in any separate written communication. References in this document to “terms” mean, where the context admits, these terms of business as supplemented by our letter of engagement.

## 2. Scope of our work

Our work complies with all relevant technical and professional standards.

Advice and work produced by us for you is for your sole use and benefit. It may not be used or relied upon for any other purpose and may not be disclosed to any other person without our prior written consent.

Our role will be limited to advising on the issue raised by your instructions. To the extent that other matters impact on the issue raised, you should bear in mind the possible need for other professional advice. We will not be responsible for any advice given to you by any other professional advisers or other third parties, including those we may introduce you to. Any advice given by them will be their responsibility directly to you and not ours (even if incorporated or reflected in documents prepared by us), and you will be responsible for payment of their fees and expenses. Nor are we responsible for your reliance on any advice we give you which you use for purposes other than those contemplated in the letter of engagement or as specified in our advice, where different.

## 3. What we do

Provide non-regulated financial planning advice, particularly about Inheritance Tax (IHT), Wills, Trusts, and Powers of Attorney.

Provide advice on Trust administration, including (but not limited to) drawing up Deeds and associated documents, helping with HMRC Trust Registration Service, opening and maintaining a Trustee bank account, investment policy, making distributions, and winding up.

Provide advice on Estate administration including (but not limited to) establishing assets and liabilities, applying for Probate/Letters of Administration, including completion of HMRC IHT returns and formalities, opening and operating an Executor’s account, collecting assets and discharging liabilities, making distributions, and/or setting up resultant Trusts, drawing up the Executors statement.

## 4. What we don’t do

Act as Attorney, Executor, Administrator, or Trustee.

Provide advice in relation to jurisdictions other than England & Wales.

Provide regulated financial advice.

## 5. Fees expenses and VAT

### Fees

You will pay us on the basis set out in the letter of engagement.

We reserve the right to review our fees and will notify you of any changes at least one month before implementing them.

Where the scope of the work justifies it, we may, with your agreement, charge fees at a higher level than those previously agreed.

### Expenses

As well as our fees, we will ask you to reimburse us for any expenses that we reasonably incur in conducting work for you.

Expenses are charged at cost. If any expenses are likely to be significant, we may either ask you to provide money on account before they are incurred or ask you to pay them as soon as they arise.

### VAT

Clive Barwell is not registered for value added tax

### Money on account

We may ask you for money on account for fees or expenses, either incurred or anticipated. This money will be applied against the next bill issued in the relevant matter.

### Estimates

Any estimate of fees we give you will be based upon our expectation of the complexity and, consequently, the time likely to be spent on the matter given the information available to us at the time. An estimate should not be regarded as a firm quotation, unless otherwise stated.

### Bills

Our bills will be delivered in accordance with our letter of engagement. Payment is due in full within 30-days of the invoice date.

If a bill is not paid within 30-days after its issue, we have the right to charge you interest on the outstanding amount. This will be calculated daily at the rate applicable from time to time to judgement debts from 30-days after its issue to the date of payment.

We have a right to claim a lien over documents, electronic records, moneys, and other items held for you until our bills are paid in full. We also have the right to suspend work when payment is overdue.

If you have instructed us that a third party will be responsible for our fees and expenses, we accept such instructions on the basis that you will meet our fees, expenses, and any interest, if the third party does not pay them promptly.

Where we are acting for one or more clients jointly, those clients will be jointly and severally responsible for payment of our bills in respect of that matter, unless other arrangements for payment of our bills have been agreed and set out in the letter of engagement.

## 6. Confidentiality

### Our confidentiality obligations

We will treat all information you provide to us about matters dealt with by us (other than information which is in the public domain) as confidential. We will not disclose any such confidential information to any third party, except:

- With your prior consent
- As necessary or customary in the normal performance of our services (for example, passing it to other professionals and consultants assisting us or you with your matter, that is unless you expressly request us not to).
- As requested, or permitted by law or any regulatory authority to which we are subject.

### Your confidentiality obligations

You will treat all information we provide to you (other than information that is in the public domain) as confidential including, without limitation, advice given to you and the contents of our letter of engagement to you. You will not disclose any such confidential information to any third party, except with our prior express consent or as required by law.

## 7. Communications

Our preference, and with your agreement, is to use a secure online portal to share confidential information and documents.

We can use email when working on your matters unless you tell us not to. If we use email, we will take precautions to ensure that it is virus free, although this cannot be guaranteed. We may not allow certain types of document into our environment, although we would seek to resolve any difficulties that might arise. We cannot guarantee the security or confidentiality of information sent by email and will not be liable for any loss or damage suffered because of such use.

Email and other forms of communication may not be encrypted, and it is your responsibility to let us know if you have any specific security requirements. We will rely on you to notify us in writing if you have any preferred method of communication, or if communication is only to be made through one or more designated individuals.

## 8. Client identification

When you engage our services, we will require certain information to verify your identity.

To do this we may use an electronic identification system. This check is not a credit search and will not affect your credit rating but will leave a “soft footprint” on your credit history. Third parties that we may instruct or work with may also have their own separate requirements.

By entering this agreement, you have agreed to us conducting such verification checks.

## 9. Instructions

You will ensure that we know the full background to your matter, give us timely and accurate instructions, tell us promptly of any change in circumstances, or any developments which have a bearing on your matter. You will respond promptly to our requests for instructions and information and tell us promptly if you have any queries or concerns.

## 10. Advice

You should not take significant action based upon oral advice alone and should await our written confirmation before acting upon it.

This written confirmation will draw attention to any material divergence from the oral advice. You should seek clarification if there is any doubt about the scope or intention of the advice provided by us. You accept that we are not responsible for any decision you make based upon the advice, except to the extent that the decision has been made per the advice provided by us.

Advice provided by us under this agreement must be taken in context. Advice is intended to be read and used as a whole, not in parts. You accept that we are not responsible for any advice that is altered or used selectively.

## 11. Data protection

For the purposes of this clause and the subsequent clause, the terms “process/processing”, “data controller”, and “personal data” shall have the same meaning as in UK Data Protection Laws. “Data Protection Laws” means in relation to any personal data which is processed in the provision of our services, any law applicable from time to time relating to the processing of personal data and/or privacy, including without limitation, the UK General Data Protection Regulations (GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Our privacy notice explains our approach to personal data.

We will process the personal data that you provide for the purposes of:

- Conducting work on your instructions
- Providing appropriate instructions for others working for you
- Complying with our legal and professional obligations
- Verifying your identity

## 12. Files, documents, and electronic data

We may store the files, other documents, and electronic data relating to your matters either electronically or in paper format.

If you ask us to pass you any of your files or documents, we can choose to do so either in paper format or industry standard electronic storage media. We reserve the right to keep copies of such files or documents for our own records, although we will return original files and documents unless otherwise agreed between us.

## 13. Ownership of work

We retain the copyright, and rights in the nature of copyright, in works carried out under this agreement (to include written advice supplied in connection with the performance, and during the currency, of this agreement) and no licence is implied to arise under this agreement unless we have specifically agreed otherwise. Such works shall not be reproduced or disseminated to third parties without our prior written consent, other than to the extent that such dissemination is implicit in the purpose of such advice.

## 15. Liability

### Force majeure

We shall not be liable in damages for any delay or default in performing the services specified in this agreement and the letter of engagement if such delay or default is caused by conditions beyond our control.

### Limitation of our liability

Unless otherwise stated in our letter of engagement, our liability to you for the services provided shall not exceed two hundred and fifty thousand pounds sterling (£250,000).

We have no liability to any third parties seeking to rely on the advice or work produced solely for you, unless previously agreed by us in writing.

Our aggregate liability in respect of any and all losses, liabilities, damages, claims, demands, and costs (including any costs we may incur in defending any actions against us) shall not exceed that limit, whether the liability shall arise in contract, negligence, or other tort, breach of statutory duty or otherwise.

However, we do not seek to limit our liability arising from our fraud or reckless disregard of professional obligations or our liability for death or personal injury caused by our negligence or in ways to exclude or restrict our liability, other than as permitted by law.

## 16. Duty of care

Our duty of care under our agreement and any duty of care we also owe as a matter of law is a duty owed to you alone. We do not owe a duty of care to any third party and assume no responsibility to any third party in respect of the performance of our duties to you.

We shall not be liable for any failure to fulfil our obligations due to circumstances beyond our control.

We rely upon the accuracy of the information, documentation, and any materials or data you supply during the term of this agreement. We shall not be liable for advice based on wrong or incomplete information, documentation, and any materials or data you supply us.

## 17. Conflicts of interest

We are subject to strict professional obligations not to act for you where we have a conflict of interests, and such conflict cannot be resolved. Should a conflict of interest arise, we will discuss the matter with you with a view to resolving the conflict. If we cannot, it may be necessary for us to cease acting for you on the matter or generally and you agree that in these circumstances this will not prevent us from acting for the other party giving rise to the conflict. In the absence of a conflict of interest, our relationship with you will not prevent us from acting for other clients.

## 18. Complaints procedure

We are committed to providing a high-quality professional service which complies with the relevant technical and professional standards and statutory provision.

If you have a query or complaint about our services or a bill, please contact us as quickly as possible so that we might rectify the situation.

## 19. Termination

You may terminate your instruction to us at any time by written notice to us. We will only stop working for you if we have good reason to do so, including (but not limited to) if:

- You do not pay a bill on time
- You do not meet a request to make a payment on account for our fees or expenses
- We cannot obtain clear instructions from you
- We have developed a conflict of interest
- Conducting your instruction or continuing to collaborate with you would infringe the law or the professional standards we are required to maintain
- We provide one month's written notice
- We may agree to terminate our agreement following completion of all work.

Termination by you for any of the above reasons will not affect our right to payment for work done up to the date of termination.

## 20. General

Our agreement and services are governed by English law and you, and we both submit irrevocably to the jurisdiction of the English courts in relation to any dispute between us.

Advice provided to you is based on current law and HMRC practice, both of which may be subject to change in the future. Changes to the law and HMRC practice may reduce the effectiveness of any advice given

You may not assign or transfer any rights or benefits arising from the agreement we have with you to any third party without our written consent.

If any part of these terms is held to be invalid or unenforceable, the remaining terms continue in full force and effect.

If in the future the business of Clive Barwell is transferred to a new entity (including, without limitation, a limited company, partnership, or merged entity) you agree to the novation and any agreement(s) that we have with you to the new entity, provided we notify you of the transfer.

## 21. Third parties

We work with several third parties to complement our services. Whilst we have undertaken due diligence and are satisfied with the ability of these firms to offer timely, professional services, you need to satisfy yourself of their bona fides before engaging their services.