

Huw Roberts  
Authorised Probate Practitioner  
6 Alfreda Road Whitchurch Cardiff CF14 2EH  
Tel: 029 2069 4524 07967 976854  
[huwrobertsaccountant@googlemail.com](mailto:huwrobertsaccountant@googlemail.com)

Client Name and address

Date

Dear

### **Letter of Engagement and Terms of Business**

1. This letter states the Terms of Business between Huw Roberts and .....
2. Huw Roberts is authorised by the Institute of Chartered Accountants in England and Wales to carry out the reserved legal activity of non-contentious probate in England and Wales.
3. Huw Roberts is licensed by the Chartered Institute of Management Accountants to work in practice.
4. The work of non-contentious probate can include the following, along with any other work which may be appropriate and for which Huw Roberts is regulated:
  - Completion and eventual submission of the Probate forms.
  - Completion of the Inheritance Tax forms, which may be required even if no Inheritance Tax is due.
  - Liaising with the various financial institutions to close / transfer funds, including bank accounts, savings accounts, pension funds.
  - Preparation and submission of the final income tax return.
  - Administration of the estate once Probate is granted.

5. I will act for you in your capacity as executor. The work will be carried out in accordance with the information and documents supplied by yourself.

I will keep you updated with copies of emails / correspondence and where the estate is complicated I will provide periodic updates of matters which need to be administered.

Prior to submission of the Probate and Inheritance Tax forms I will send electronic copies to you and request that you forward a signed declaration for the forms.

6. The work as a practicing accountant can include the preparation of accounts, Income Tax Returns and the appropriate tax calculations. The list is not exhaustive and other services may be offered on an ad hoc basis as and when required.

7. Changes in the law, in practice or in public policy

I will not accept responsibility if you act on advice given by me on an earlier occasion without first confirming with me that the advice is still valid in the light of any change in the law, practice, public policy or in your circumstances.

I will accept no liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.

## 8 Your responsibilities :

To enable me to carry out my work, you agree:

- a) to ensure you have provided all paperwork, information and explanations relevant to the preparation of the documentation for the Inheritance Tax office and the Probate office.

I will rely on the information being true, correct and complete and will not audit the information

- b You will provide details of all individuals who have an interest in the matter.
- c You will provide the death certificate and the original will, when applicable.

9. Contentious matters :

You will keep me informed of any material changes in circumstances that might indicate there is any contentious probate action to be taken. If a matter becomes contentious, I will not be able to work on the estate until the contention has been cleared. You may need to engage with a solicitor to deal with the contentious matter.

If you are unsure if a matter is contentious, please tell me so that I can assess its significance.

10. Huw Roberts has Professional Indemnity Insurance which complies with the Professional Indemnity Regulations of the ICAEW, holding £500,000 per claim in relation to claims arising out of authorised work. If the value of your estate is more than £500,000 this is to inform you that the level of cover is capped at the indemnity limit of £500,000 per claim.
11. Huw follows the fundamental principles in the Code of Ethics which states “An Authorised individual has a continuing duty to maintain professional knowledge and skill at the level required to ensure that a client or employer receives competent professional service based on current developments in practice, legislation and techniques. An Authorised Individual should act diligently and in accordance with applicable technical and professional standards when providing professional services.”
12. Huw operates a totally non prejudicial policy in relation to religious, racial, sexual or any other form of discrimination.
13. In the event of unforeseen circumstances which lead to Huw Roberts being unable to complete the required probate work, arrangements are in place to transfer the work to an alternate practitioner :

Mr Duncan Kennedy, J A Hughes Solicitors, 89 Beulah Road, Rhiwbina,  
Cardiff CF14 6LW : 02920 619700 : duncankennedy@jahughes.com

For accountancy work the alternative practitioner is :  
Aled Wyn Thomas, Huw Aled Accountants Ltd, 60 Ashbourn Way, Cardiff CF14 5EY  
: 07808 798569 : aled@huwaledaccountants.com

14. Huw Roberts complies with the regulations of the ICAEW Probate Compensation Scheme. In the unlikely event that I cannot meet our liabilities to you, you may be able to seek a grant from ICAEW's Probate Compensation Scheme. Generally, applications for a grant must be made to ICAEW within 12 months of the time you became aware, or reasonably ought to have become aware, of the loss. Further information about the scheme and the circumstances in which grants may be made is available on ICAEW's website: [icaew.com/probate](http://icaew.com/probate).

15. **Privacy and GDPR Policies**

- a. All work is carried out in strict confidence.
- b. No personal details will ever be supplied to other parties without the consent of the client.
- c. At the request of the client, personal data will be transferred when information and documents are submitted to public bodies such as HMRC / Companies House / The Probate Office.
- d. When working with solicitors or other professional firms, information will only be forwarded following the agreement and request of the client.
- e. Accountancy and payroll work which is sub-contracted will only be forwarded to trusted third parties with the agreement of the client.
- f. Information will only be supplied to third parties such as mortgage references at the request of the client.
- g. Where Anti Money Laundering checks are required by my Regulatory Bodies, I will obtain client permission before carrying out any electronic check of your identity.
- h. If you wish to opt-out of receiving my monthly newsletters or any other type of online information from myself, please let me know

16. Client records will be kept for a period of at least 6 years after the conclusion of the work.
17. If you would like to talk to me about how I could improve my service to you, or if you are unhappy with the service you are receiving, please let me know. I will consider carefully any complaint you may make about the work as soon as it is received and do all I can to resolve it. I will acknowledge your letter within five business days of its receipt and endeavour to deal with it within eight weeks.

If I do not deal with your complaint in this time, or if you are unhappy with my response for Probate work, you may of course take up the matter with the Legal Ombudsman (LeO).

The Legal Ombudsman's ability to deal with your complaint is dependent on the following factors :

: You must refer the complaint to the Legal Ombudsman no later than :

- : One year from the act / omission ; or
- : One year from when you should reasonably have known there was cause for complaint ; and
- : you must refer the complaint to the Legal Ombudsman within six months of the date of my written response. Contact details are :

The Legal Ombudsman  
PO Box 6806  
Wolverhampton WV1 9WJ  
telephone 0300 555 0333  
[enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

Alternatively you may refer the complaint to the Institute of Chartered Accountants of England and Wales. Contact details are :

complaints@icaew.com or send it to :  
ICAEW (Professional Conduct department)  
Metropolitan House  
321 Avebury Boulevard  
Milton Keynes MK9 2FZ

18. Clients will be kept informed of progress by email at appropriate intervals as and when forms and details are submitted to the Inheritance Tax office and the Probate office.

19. Fees will be charged at an hourly rate of £180.00. A full timesheet will be kept and made available at any stage. Mileage to visit clients at their home will be charged @ 45p per mile. Unlike many competitor firms, there is no additional mark up charge based on the percentage of the value of the estate for probate work.

Interim fees may be charged in accordance with progress made on the processing of the estate, such as when the Inheritance Tax Return is submitted and agreed or where savings assets are matured during the process of probate application. The final invoice will be submitted once the Grant of Probate is issued and Inheritance Tax Calculations agreed with HMRC.

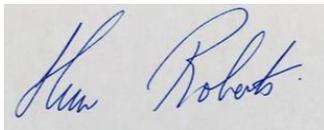
It is requested that payment be made within 14 days of the invoice.

Additional Costs can include the Probate application fee (currently £300.00), a contribution towards the cost of Inheritance Tax Software of £250.00 and statutory notices such as the London Gazette.

Whenever possible an estimate of fees will be made at the commencement of the work, along with the provision of an estimated timetable.

If the above terms are satisfactory, I would be grateful if you could sign and return the enclosed copy of this letter which will then be placed on your file.

Yours sincerely



HUW ROBERTS

I/We .....

sign and return this copy of the Letter of Engagement, confirming that I am/we are agreeable to you acting on my/our behalf.

Signed .....

Signed .....

Date .....

