

GILLIAN FAZAN & CO

SOLICITORS AND COMMISSIONERS FOR OATHS

E.F. 1989

Nicholas Wisdom and
Kim Alexandra Wisdom
Oakwood, Stairbridge Lane,
Bolney, West Sussex, RH17 SPA

Date: 21 June 2011

Our ref: TB/Wisdom

Your ref:

34 Lipson Road
Plymouth PL4 8PW
Tel: 08445041752
Fax: 0844 504 1134
email: tony@fazan.co.uk
website: www.fazan.co.uk

Dear Mr and Mrs Wisdom

**Change of Trustee Transfer 13 South Road, Haywards Heath
The Wisdom Pension Fund (hereinafter called 'the Scheme')**

Thank you for instructing us to act on your behalf on the above transfer.

Our Fees

We estimate that our fees shall be £ 250.00 for removing Fairmount Trustee Services Limited (hereinafter called 'the professional trustee') from the Land Registry title.

Disbursements

Land Registry copy title
Land Registry Fee

Add our fees

9.02
50.00
250.00
309.02

£

Buildings Insurance

You should always keep your property full insured for its full reinstatement value which should be index linked with reputable insurers covering the usual risks to include all professional and incidental fees.

Termination of the Retainer

Whilst we rarely cease acting, circumstances may occur where we feel we are unable to continue. To comply with Anti-Money Laundering Regulations where they might apply, we have a standard policy of not providing reasons on all instructions. We will therefore bill you for the work done to date and return the file to you after payment is received.

Your Will

As someone with assets or a bank balance of whatever size, you should have a will clearly stating how your assets including this property should be distributed on your death. We are able to draft will before completion for £75.00 plus VAT for a standard will. Please let us know if you require this.

Lasting Power of Attorney (LPA- Property and Affairs)

As with a will you should also have a document empowering someone else or others to make decisions for you if you are ever unable to make decisions for yourself. Sometimes the elderly use this for convenience or necessity due to illness, sometimes the those who are younger use it to guard against an unforeseen accident leaving them unable to make decisions for themselves. The alternative is to incur much larger amounts getting the Court of Protection to make decisions for you.

We charge £250.00 plus VAT and a further £120.00 is payable to the Office of the Public Guardian for registration of your LPA.

Supervision and Complaints

I am the solicitor who will deal with this matter on a day-to-day basis, known as your "case handler". Should your case handler change we will inform you of this and of the name and status of the new case handler.

If you are dissatisfied with our service in anyway, please write to me at this address heading your letter "complaint" and I will do all I can to resolve your complaint. I will also send you details of our Complaints Procedure.

If I am unable to resolve your complaint then you have a right to complain to the Legal Ombudsman at the conclusion of our complaint process. Details of furthering your complaint in this manner can be found at www.legalombudsman.org.uk.

The Next Step

1. Please read carefully our Terms and Conditions of Business before signing one copy and returning it to us. Please also let us have a copy of your passport certified as a true copy by a post office/bank or Pension Practitioner.com Ltd and a utility bill within the last 3 months evidencing your address.
2. Please let us have a cheque for £309.02
3. Please let us have your desired completion date.
4. A copy of the signed scheme rules dated 15 January 1998 and the supplemental deed dated 23 November 2007
5. Confirmation that notice of the deed of removal has been served on the professional trustee
6. Find attached the Transfer for signature by you both and the professional trustee. Both your signatures need to be witnessed by someone independent and not related to either of you.

We look forward to hearing from you and hope to provide you with a speedy and efficient service.

Yours sincerely



Digitally signed by Tony Bayagbona
DN: cn=Tony Bayagbona, o=Gillian
Fazan and Co, ou=Principal,
email=tony@fazan.co.uk, c=GB
Date: 2011.06.21 09:40:36 +01'00'

Tony Bayagbona

Encl.

TERMS AND CONDITIONS OF BUSINESS

GILLIAN FAZAN & CO, SOLICITORS

(1) OUR AIM

We aim to offer our clients quality legal advice with a personal service at a fair and reasonable cost. This statement sets out the basis on which we will provide our professional service.

(2) OUR COMMITMENT TO YOU

We will:-

- a) **REPRESENT** your interests and keep your business confidential.
- b) **EXPLAIN** to you the legal work which may be required and the prospects of a successful outcome.
- c) **ADVISE** you of the likely degree of financial risk which you will be taking on.
- d) **KEEP YOU INFORMED** of progress or, if there is none, tell you when you are next likely to hear from us.

(3) OUR HOURS OF BUSINESS

The normal hours of opening of our offices are between 9 a.m. and 5 p.m. Monday to Friday,

(4) PEOPLE RESPONSIBLE FOR YOUR WORK

Your work will be handled by **Tony Bayagbona**, who is a solicitor with over 10 years experience. Alternatively your matter may be handled by **Ray Checkley** or **Martin Potter** who are retired solicitors (now paralegals).

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary. **Tony Bayagbona** has final responsibility for all work undertaken

(5) CHARGES AND EXPENSES

Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they undertake on your behalf. This will include meetings with you and others, reading and working on papers, correspondence, telephone discussions, court hearings, preparation of any detailed costs calculations and time spent travelling away from the office when this is necessary.

Short letters are charged as a six minute unit of time and we charge for all other time spent on your matter in units of 6 minutes (£15.50).

The current hourly rate is £155.00. We will add VAT to this at the rate that applies when the work is undertaken. At present VAT is 20%.

The hourly rate will be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rate is reviewed with effect from 1st January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account any complexity of the issues or circumstances imposing unusual responsibility and charge an additional fee. On a high value transaction, we may charge an additional fee to reflect the extra responsibility, which in probate cases, may be as much as 2% of the value of the estate

We may have to pay expenses on your behalf during the course of the work, such as Land or probate Registry fees, Court fees, Expert fees etc. **We have no obligation to make such payments, unless you have provided us with funds for that purpose.** VAT is payable on certain expenses. We refer to such payments as "disbursements".

If, for any reason, this matter does not proceed to a conclusion, we are entitled to charge you for the work undertaken on a pro rata basis of our estimate and for expenses incurred. Any commission we receive regarding your matter will be paid to you unless you agree that we may keep it.

(6) OTHER PARTIES' CHARGES AND EXPENSES

In some cases and transactions a client may be entitled to payment of costs by some other person/opponent. It is **important** that you understand that in such circumstances, the other person/opponent may not be required to pay all the charges and expenses, which you incur with us. You will be required to pay our charges and expenses in the first instance, and any amounts, which can be recovered, will be a contribution towards those payments. If the other party is in receipt of Public Funding no costs are likely to be recovered. You will be responsible for paying our charges and expenses in seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. Those sums would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses – please discuss this with us, if you are interested in this possibility.

(7) PAYMENT ARRANGEMENTS

a) **Property Transactions:** Without prejudice to our right to send you interim bills for any work done we will normally send you our invoice following the Exchange of Contracts and payment is required on a purchase prior to completion, and at completion on a sale. If sufficient funds we hold on your behalf are available on completion, and we have sent you an invoice, we will deduct our charges and expenses from the funds b) **Administration of Estate:** We will normally submit an interim invoice at regular stages during the administration, before or after the obtaining of a Grant. The final account will be submitted when the administration is completed. We will then deduct our charges and expenses from the funds on behalf of the estate.

c) **Other Cases or Transactions** It is normal practise to ask clients to pay sums of money from time to time on account of charges and expenses, which are expected to be incurred. We will send regular interim bills during the course of the matter. These practises help you to budget for costs as well as keeping you informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the process of the matter may result. In any event of any invoice or request for payment not being met, this firm must reserve the right to **stop acting for you.**

d) **Payment:** Payment is due to us upon presentation of an invoice. We will **charge interest** on a daily basis at **8% per annum** in where payment is not made within one month of the delivery by us of the invoice.

(8) INTEREST PAYMENT AND CLIENT ACCOUNT BALANCES

Any money received on your behalf will be held on our client account. Subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 1998, interest will be calculated with a sum in lieu of this not more than £50.00 paid to you. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of a cheque from our client account.

At the end of a retainer if we are able to contact you at the last known address you provide to us you agree that we may pay amount we hold on your behalf to a registered charity of our choice

(9) YOUR RESPONSIBILITIES

Your responsibilities include giving us full, honest and proper instructions, co-operating fully with us in the preparation of your matter, not asking us to work in an improper or unreasonable way, and making payments on account and payment of invoices promptly. If you do not fulfil these responsibilities, we may stop acting for you. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

(10) IDENTIFICATION

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify your identity and address as set out below:

Personal Identity (one of the following)	Address verification (two of the following preferably)
Current valid (signed) full UK Passport	Mortgage Statement or Mortgage Redemption Statement
Current valid (signed) overseas Passport	Utility Bill within last 3 months – Gas, Electricity, Telephone (Not mobile phones)
Current valid EEA Member State ID card	Council Tax Bill or Water bill
Current Residency Permit issued by Home Office	Current Full UK Driving Licence (Paper document)
Current Full UK Driving Licence	Current UK / EU Photocard Driving Licence

Current UK / EU Photocard Driving Licence	House or motor insurance certificate
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By signing these terms or by taking any further steps in this matter you agree to us verifying the your and any other relevant person's identity and address with any electronic verification of identity providers.

(11) CONFIDENTIALITY

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it and we must then stop work on your matter.

(12) CASH

Our firm's policy is to accept cash up to £500.

If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

Please do not send money to this firm, without clearing it with us and letting us know where the money is coming from and, your full Bank details.

(13) STORAGE OF PAPERS AND DOCUMENTS

After completion the work, we are entitled to **keep** your papers and documents whilst there is **money owing to us** for our charges and expenses. In addition, by signing these terms and conditions you agree that we may hold your papers after completion for a minimum period of 10 years after which the papers can be destroyed. Within the 10 year period we will may scan the documents into electronic format and destroy the paper copies except of course deeds which will be held permanently in our deeds cabinet. Again by signing our these terms and conditions you give us authority to do this and also to keep any deeds we have on your behalf after completion of the transaction or matter.

(14) TERMINATION

You may **terminate** your instructions to us in **writing** at any time. If you do not wish us to continue undertaking work and incurring charges and expenses on your behalf, you must tell us this clearing in writing. We will be **entitled to keep** your papers and documents whilst there is **money owing** to us for our charges and expenses.

(15) LIMITED COMPANIES

When accepting instructions to act on behalf of a Limited Company, we may require a Director and/or controlling Shareholder to **sign** a form of personal **guarantee** in respect of the charges and expenses of this firm.

(16) COMMUNICATION BETWEEN YOU AND US

Our aim is to offer all clients an efficient and effective service at all times.

However, should there be any aspect of our service with which you are concerned, please discuss the matter with **Tony Bayagbona**.

We will aim to communicate with you by such methods as you may request. Unless you withdraw your consent, we will communicate with others when appropriate by fax or e-mail but we **cannot be responsible** for the **security** of correspondence and documents sent in such a way.

(17) INCIDENTAL INVESTMENT BUSINESS AND INSURANCE MEDIATION

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society. Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service.

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity for an additional charge unless specifically mentioned in our estimate to you, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register

(18) OUTSOURCING OF WORK

From time to time we may outsource work either for typing photocopying or providing our professional services. There are risks inherent in this in protecting your confidentiality. Although we will actively take steps to ensure such confidentiality is protected you must advise us if you object to such outsourcing. We may also be required to produce all or part of the file to assessors or similar as part of an audit or quality check.

(19) DATA PROTECTION

We shall deal with your information in accordance with our obligations under the Data Protection Act 1988.

This Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information, which we think might be of an interest to you.

(20) EQUALITY AND DIVERSITY

This firm is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees.

(21) TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed, and subject to the application of hourly rates at that time, these terms and conditions of business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter, will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one signed copy of them has been returned to us.

(22) JURISDICTION

Any dispute relating to instructions under which these Terms and Conditions of Business apply shall be interpreted according to the Laws of England and agree to submit to the exclusive jurisdiction of the English courts

(23) SEVERABILITY

If any term in these Terms and Conditions of Business is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable

I CONFIRM I HAVE READ, UNDERSTOOD AND ACCEPT THESE TERMS AND CONDITIONS OF BUSINESS

Signed:

Print name:

Date:

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

1	Title number(s) of the property: WSX223158
2	Property: 13 South Road, Haywards Heath
3	Date:
4	<p>Transferor: FAIRMOUNT TRUSTEE SERVICES LIMITED and NICHOLAS WISDOM and KIM ALEXANDRA WISDOM</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 1909678</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
5	<p>Transferee for entry in the register: NICHOLAS WISDOM and KIM ALEXANDRA WISDOM</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	Transferee's intended address(es) for service for entry in the register: Fairmount House, Bull Hill, Leatherhead, Surrey KT22 7AY
7	The transferor transfers the property to the transferee
8	<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

9	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
10	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input checked="" type="checkbox"/> they are to hold the property on trust: as trustees of the Wisdom Pension Fund
11	Additional provisions 1. For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee 2. The Transferee hereby covenants with the transferor by way of indemnity to observe and perform the covenants contained or referred to in the charges register and to indemnify the Transferor in respect of any breach thereof 3. And the Parties apply for the following restrictions to be entered on the Register: "No disposition by the proprietors of the registered estate is to be registered unless they make a statutory declaration, or their conveyancer gives a certificate that the disposition is in accordance with the Definitive Trust Deed and Rules dated 15 January 1998 and a Supplemental Deed dated 23 November 2007 relating to the Wisdom Pension Fund (Pension Scheme) or some variation thereof referred to in the Declaration or Certificate"

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

12 Execution

Executed as a deed by
FAIRMOUNT TRUSTEE SERVICES LIMITED
acting by [a director
and its secretary] [two directors]

.....
Director

.....
Secretary/Director

Signed as a deed by
NICHOLAS WISDOM
in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Signed as a deed by
KIM ALEXANDRA WISDOM
in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.