



## INHERITANCE TAX PLANNING & ESTATE COORDINATION

# TERMS OF BUSINESS

## 1. Introduction

These Terms of Business set out the basis upon which Market Insider provides inheritance tax planning, estate coordination, and strategic structuring services. They are intended to reflect the standards expected by private clients, family offices, and high-net-worth individuals, while remaining clear, proportionate, and fair.

Our work is focused on protecting families through organisation, structure, and coordination. Proper inheritance tax planning is not about fear or avoidance; it is about clarity, resilience, and ensuring that affairs are capable of withstanding scrutiny, legislative change, and the passage of time.

These Terms are designed to protect both you and Market Insider, and to ensure that expectations, responsibilities, and limitations are fully understood from the outset.

## 2. Nature of Our Services

Market Insider acts as an Inheritance Tax Strategist and Estate Coordinator. Our services are strategic, architectural, and supervisory in nature. We analyse the structure of your estate, identify areas of inheritance tax exposure and administrative risk, and design a coherent roadmap to improve the organisation, efficiency, and resilience of your affairs.

Our role is to see the whole picture and ensure that each component of your estate operates in alignment with the others. We do not sell products, and we do not operate within a single technical silo. Instead, we coordinate the work of appropriately qualified professionals so that the overall structure functions as an integrated system.

## 3. No Advice and Regulatory Status

Market Insider is not authorised or regulated by the Financial Conduct Authority, HMRC, or any other regulatory body. Our role does not require such authorisation, as we do not provide regulated financial advice, tax advice, legal advice, or investment advice.

All material provided by Market Insider, whether oral or written, including reports, consultations, observations, or strategic commentary, is provided for informational and strategic purposes only. Nothing we provide should be construed as advice, a recommendation, or an instruction to act.

Where regulated or specialist advice is required, this will be provided exclusively by third-party professionals who are appropriately authorised, regulated, and qualified to do so.

## 4. Use of Third-Party Professional Advisers and Fees

Inheritance tax planning necessarily involves multiple disciplines, including legal, tax, pension, investment, insurance, and fiduciary expertise. Where such specialist or regulated activities are required, Market Insider will introduce and coordinate appropriately authorised third-party advisers within its professional network.

Those advisers act independently and are responsible for the advice, recommendations, and implementation work they provide. Any fees charged by solicitors, regulated financial advisers, pension providers, trustees, insurers, or other professional firms are agreed directly between you and the relevant provider and invoiced to you separately.

Market Insider does not collect, hold, or process fees on behalf of third parties. Unless expressly agreed and disclosed in writing, Market Insider does not receive commissions, referral fees, or other remuneration from advisers, professional firms, product providers, or institutions.

As part of its role as strategic coordinator, Market Insider seeks to act in your interests by introducing suitably qualified professionals and, where possible, negotiating competitive or preferential terms for services on your behalf. All commercial arrangements, however, remain strictly between you and the relevant provider.

Market Insider's responsibility is limited to strategic coordination and oversight, ensuring that professional workstreams align with the agreed estate strategy.

## 5. Inheritance Tax Risk and Absence of Guarantees

You acknowledge that inheritance tax planning is subject to inherent uncertainty. HMRC retains the right to review, enquire into, or challenge any estate, irrespective of the level of planning undertaken.

No representation or assurance is given, or can be given, that any particular tax outcome will be achieved, that reliefs will be preserved, or that HMRC will not raise enquiries.

That said, experience demonstrates that a carefully structured inheritance tax strategy, supported by clear documentation, consistent record-keeping, coherent ownership structures, and an organised estate file, materially improves the quality, credibility, and resilience of an estate. While no plan can eliminate risk, proper structure significantly reduces the likelihood of avoidable challenge, delay, or administrative failure.

## 6. Scope and Commencement of Engagement

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Any consultation, report, discussion, or commentary provided prior to formal appointment is indicative only and constitutes a preliminary starting point. Such material is not a full review of your estate and must not be relied upon as complete or definitive.

Only upon formal appointment, acceptance of these Terms, and receipt of agreed fees will Market Insider undertake a comprehensive estate mapping exercise and develop a full inheritance tax strategy and implementation roadmap.

## 7. Duration and Legislative Change

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Inheritance tax planning engagements are substantial projects involving detailed analysis, coordination, and sequencing. Typical engagements take approximately six to nine months to complete, although this may be shorter or longer depending on the complexity of the estate, the responsiveness of third parties, and the nature of the structures involved.

You acknowledge that inheritance tax legislation, HMRC practice, and relevant guidance may change during the course of the engagement. Where such changes occur, strategies may need to be reviewed or adjusted. This is an inherent feature of responsible estate planning rather than a defect in the process.

## 8. Client Responsibilities

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Market Insider relies on information provided by you and by third-party advisers acting on your behalf. You are responsible for ensuring that all information supplied is accurate, complete, and up to date. Market Insider accepts no responsibility for errors, omissions, or adverse outcomes arising from incomplete, inaccurate, or withheld information.

You further agree to engage reasonably with the process and to provide requested information or documentation within a reasonable timeframe.

## 9. Working Relationship and Service Model

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Market Insider provides a highly personalised, bespoke service. We operate on a deliberately low-volume basis and work with a small number of UK-resident private clients on a one-to-one basis.

A significant proportion of our work takes place behind the scenes and involves analysis, coordination, professional liaison, and monitoring. Periods of limited direct contact are normal and should not be interpreted as inactivity. We will engage with you when information, decisions, or confirmations are required.

## 10. Fees and Payment Terms

Fees payable to Market Insider are agreed in advance of engagement and are payable in full prior to the commencement of work. All fees are non-refundable. This reflects the fact that work begins immediately upon appointment, capacity is reserved specifically for you, and professional time and resources are committed from the outset.

By proceeding, you acknowledge and accept this fee structure.

## 11. Limitation of Liability

Market Insider's liability is limited to losses arising directly from its own negligence in the provision of strategic coordination services. Market Insider accepts no liability for the acts, omissions, advice, or performance of third-party professionals, nor for changes in law, regulation, or HMRC interpretation.

Nothing in these Terms limits liability for fraud or for any matter which cannot be excluded under applicable law.

## 12. Confidentiality and Data Handling

Market Insider treats all client information as strictly confidential. All personal, financial, and estate-related information provided by you will be used solely for the purposes of delivering the agreed inheritance tax planning and estate coordination services.

Information may be shared with third-party professional advisers only where reasonably necessary to advance the agreed strategy and only with your knowledge or consent. Market Insider will take reasonable steps to ensure that such parties handle information appropriately and in accordance with applicable data protection legislation.

You acknowledge that no method of data transmission or storage is entirely risk-free. Market Insider will not be liable for unauthorised access or data breaches outside its reasonable control.

## 13. Termination

Either party may terminate the engagement by providing written notice where continuation is no longer practical, appropriate, or aligned with the original scope of work. This provision exists to protect both parties and reflects standard private-client practice rather than an expectation of early termination.

In the event that you terminate the engagement, any fees paid remain non-refundable, reflecting work already undertaken, professional time committed, and capacity reserved specifically for you.

In the unlikely event that Market Insider terminates the engagement without cause, Market Insider will act reasonably and proportionately, including providing an orderly handover of work completed to date. Market Insider does not terminate engagements arbitrarily and would do so only where circumstances make it impractical, inappropriate, or professionally improper to continue.

## **14. Private Client Acknowledgement**

You acknowledge that you are engaging Market Insider for strategic coordination and structuring services only, and not for regulated advice. You confirm that you understand the distinction between strategy and advice, and that you accept responsibility for obtaining and relying upon advice from appropriately authorised professionals where required.

You further acknowledge that inheritance tax planning involves judgement, interpretation, and evolving legislation, and that outcomes cannot be guaranteed. Your engagement of Market Insider reflects an informed decision to prioritise structure, organisation, and long-term resilience over certainty of outcome.

## **15. Governing Law and Jurisdiction**

These Terms of Business are governed by the laws of England and Wales. Any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **16. Acceptance**

By instructing Market Insider, signing an engagement letter, or paying agreed fees, you confirm that you have read, understood, and accepted these Terms of Business, and that you enter into the engagement on the basis described herein.

**Market Insider**

Inheritance Tax Planning & Estate Coordination