INHERITANCE TAX PLANNING & ESTATE COORDINATION

TERMS OF BUSINESS

Note
In these Terms of Business, references to “we”, “us”, and “our” refer to Estate Architect.

1. Introduction

These Terms of Business set out the basis upon which we provide 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 us, and to ensure that expectations, responsibilities, and limitations are fully understood from the outset.

2. Nature of Our Services

We act 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

We are 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 us, 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

Third-Party Advisers

Inheritance tax planning often involves legal, tax, pension, investment, insurance, and fiduciary expertise. Where specialist or regulated work is required, we may introduce appropriately authorised third-party professionals from within our wider professional network.

Those professionals act independently and are responsible for the advice and implementation services they provide. Any fees for their services are agreed directly between you and the relevant provider.

Commercial Relationships & Introducer Arrangements

We do not collect or process fees on behalf of third parties. In certain cases, we may receive an introducer fee or commercial payment from third-party firms introduced during the implementation process. Where this applies, it is not intended to increase the cost to the client and does not alter our responsibility to coordinate introductions in the client's broader strategic interests.

Strategic Coordination Role

Our role is limited to strategic coordination and oversight to help ensure that professional workstreams align with the agreed estate strategy.

Any regulated advice, recommendation, or implementation decision is provided solely by the appropriately authorised professional engaged for that purpose..

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

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 we undertake a comprehensive estate mapping exercise and develop a full inheritance tax strategy and implementation roadmap.

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7. Duration and Legislative Change

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

We rely 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. We accept 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

We provide 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 us 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.

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11. Limitation of Liability

Our liability is limited to losses arising directly from our own negligence in the provision of strategic coordination services. We accept 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

We treat 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. We 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. We 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 we terminate the engagement without cause, we will act reasonably and proportionately, including providing an orderly handover of work completed to date. We do not terminate engagements arbitrarily and would do so only where circumstances make it impractical, inappropriate, or professionally improper to continue.

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14. Private Client Acknowledgement

You acknowledge that you are engaging us 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 us 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 us, 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.

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