



Financial Asset Search Order Form

HMRC Guidance Notes State Lawyers Should:

"Make full enquiries so that you can show the figures you give and the statements you make are correct."

Lost and Forgotten Assets

This asset search is the only report that brings together Wills, unknown financial assets and shares enabling probate practitioners to identify the deceased's lost and forgotten assets in one search.

Details of Lawyers Acting

 New Account tick here

- Tick here if acting as Executor of the deceased
- Tick here if acting on behalf of the Executor of the deceased

Name		Tel	
Company		Fax	
Address		Email*	
Town/City		Postcode	

** Email is mandatory*

Deceased's Details

Surname		Previous Names (if applicable)
Given Names		Previous Name 1
Date of Birth	dd/mm/yyyy	Previous Name 2
Date of Death	dd/mm/yyyy	Previous Name 3
Place of Death		
Death Cert No.		
NI Number *		<i>* Mandatory</i>

Last Known Address

Address Line 1

Address Line 2

City /Town

Postcode

Country

Previous Address 2

Address Line 1

Address Line 2

City /Town

Postcode

Country

Previous Address 1

Address Line 1

Address Line 2

City /Town

Postcode

Country

Previous Address 3

Address Line 1

Address Line 2

City /Town

Postcode

Country

Continued next page



Financial Asset Search Order Form

Department for Work and Pensions (DWP) Employment History *(if known)*

Optional - Please only complete if required

Last known Employer			Previous Employer 2		
Company Name			Company Name		
Job Title			Job Title		
Date Started		dd/mm/yyyy	Date Started		dd/mm/yyyy
Date Left		dd/mm/yyyy	Date Left		dd/mm/yyyy

Previous Employer 1			Previous Employer 3		
Company Name			Company Name		
Job Title			Job Title		
Date Started		dd/mm/yyyy	Date Started		dd/mm/yyyy
Date Left		dd/mm/yyyy	Date Left		dd/mm/yyyy

Submit Order



Financial Asset Search
£135.00 + VAT

Date:

By submitting this form you accept our [Terms & Conditions](#) (see page 3)

Contact us

L&A AGENCY SERVICES LIMITED
42-44 Prospect Place | Bromley | Kent | BR2 9HN
Tel: 020 8460 8459 | Email: alex@lawagents.co.uk

Financial Asset Search - TERMS AND CONDITIONS

1. **The Definitions:**
 - a. "we", "us", "our" refer to Landmark FAS Limited, a company incorporated in England and Wales with Registered Number 5861567 whose registered office is at Landmark FAS Limited of 5-7 Abbey Court, Eagle Way, Sowton, Exeter, Devon, EX2 7HY and it is this company that is the contracting party with you;
 - b. "Terms and Conditions" means these terms and conditions including any amendments to them from time to time that form part of a Contract with you;
 - c. "Contract" means a legally binding contract between us and you;
 - d. "Consumer" means a natural person acting for purposes that are outside his trade, business or profession;
 - e. "you", "your" refers to a party with whom we have contracted on the basis of these Terms and Conditions; and
 - f. "Services" means the services that we are to supply in terms of a Contract.
2. **The Terms:**
 - a. These Terms and Conditions apply to all Contracts to the exclusion of all other terms and conditions except any that are both (a) implied by law and (b) cannot otherwise be excluded by operation of law.
 - b. If you enter into a Contract with us then you are deemed to have accepted these Terms and Conditions.
 - c. We may from time to time alter the Terms and Conditions and the pricing structure that are the basis on which we enter into Contracts. Any change to our Terms and Conditions and pricing structure will be published on our website. You are responsible for regularly reviewing the Terms and Conditions to obtain notice of such changes. Any Contract that is entered into incorporates the Terms and Conditions and pricing structure current at the time that Contract is entered into by you and by us. A separate Contract is deemed to be entered into by you and by us on each separate occasion on which you give us an instruction for a search. The Contract will be deemed to be entered into when we receive your instruction. A copy of our current Terms and Conditions is available on request being made by you.
 - d. You warrant to us that you are not a Consumer. We will not enter into a Contract to provide Services to a Consumer.
 - e. The charges payable by you to us for Services are those set out in the current relevant price lists supplied by us to you or as quoted in writing by us to you or as published by us. All charges are stated exclusive of Value Added Tax and Value Added Tax will be paid in addition thereon. We are entitled to invoice you for our charges at any time after a Contract has been entered into between you and us and you will pay our invoice in full within thirty days of the date on our invoice. If you do not pay within that period then we are entitled to charge you, and you will pay, in addition, interest on the full amount of our invoiced sum (excluding Value Added Tax) at a rate equivalent to eight per cent per annum above the Bank of England base rate (as varied from time to time) and interest will accrue until we have received full payment of our invoice sum, relevant Value Added Tax and all accrued interest. Should that interest rate factor cease to exist as an identifiable interest rate factor then we will be entitled to substitute such other interest rate factor as appears to us, acting reasonably, to be an equivalent interest rate factor.
 - f. Without prejudice to any other means of communication, we will be entitled to communicate with you, and will normally do so, by e-mail to any e-mail address that you have supplied to us. Invoices may be issued by e-mail.
 - g. You undertake that all details that you provide to us and that we need for the purposes of providing our Services to you are correct.
 - h. Any dates quoted by us to you for the provision of the Services are approximate and do not have any contractual effect and shall not be treated as being of the essence of any contract.
 - i. By entering into a Contract with us you are appointing us to be your agent for the purposes of seeking information from third parties on your behalf within the scope of our Services and we may represent ourselves as such but only for that purpose. Our Services will in no circumstance involve us having any authority on your part to enter into any contract with any third party that is binding upon you and our agency is limited to seeking information on your behalf from third parties. Notwithstanding anything apparently to the contrary in any Terms and Conditions we accept responsibility to you for the consequences of any fraud or dishonesty on our part or on the part of any of our employees in acting as your agent.
 - j. We make no representation express or implied that our Services will give rise to positive results, nor as to the content of any responses received by us from third parties nor that responses will be received. Our Services are limited to making the appropriate enquiries on one occasion only, collating responses received and issuing one single report to you after 28 days from the date when our first enquiry is issued to a third party. If we receive additional responses after 28 days but before 90 days from the date when our first enquiry is issued to a third party we will issue another report free of charge to you incorporating those responses. Any responses received beyond such 90 days will be advised to you but not in the format of a report.
 - k. We are entitled to withhold our report until all sums due to us by you under the Contract have been received by us.
 - l. If we have any liability to you then such liability shall (save in the case of fraud or personal injury or death) be limited in respect of any claim arising under any Contract to the amount invoiced to, and paid, by you, excluding Value Added Tax. We will not be liable for any failure in the performance of our obligations under a Contract caused by factors or circumstances outside of our control including but not limited to any act of God, war, strike, lock out, industrial action, break down of systems or network access, flood, drought or storm. We are providing our services on an "as is" basis and we make no representations or warranties of any kind with respect to our services and disclaim all such representations or warranties to the fullest extent permitted by law. In addition we make no representations or warranties about the accuracy, completeness or suitability for any purpose of the information that we provide and that is provided to us by third parties. We shall also not be liable for any compensatory, special, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
 - m. If any part of these Terms and Conditions is unenforceable (including any provision in which we seek to limit our liability to you) the enforceability of any other part of these Terms and Conditions will not be affected.
 - n. The Contract is made between us and you and shall not be assignable by either of us. We may sub-contract the performance of the Contract in whole or in part.
 - o. You acknowledge that you have not entered into this Contract in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages or to rescind a Contract that you may have for misrepresentation (other than a fraudulent misrepresentation).
 - p. You will indemnify us and keep us indemnified against all claims, losses, costs and expenses including legal expenses on an indemnity basis howsoever attaching to us in respect of any claims made by third parties against us arising out of you contracting with us or the information that you provide to us or any use that you may make of the information that we provide to you.
 - q. Our Services are intended for users within the United Kingdom only. You warrant that you will use our Services only for purposes within the United Kingdom.
 - r. We will use reasonable endeavours to ensure that none of the materials that we may provide you with contain or promulgate any viruses or other malicious code. It is however recommended that you should virus check all materials received by you from us by e-mail and regularly check your computer for the presence of viruses and other malicious codes. We exclude to the fullest extent permitted by applicable law all liability other than liability for death or personal injury in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from us.
 - s. You are entitled to make such use of the Services as you think fit, including without limitation providing the Services either as a stand-alone product or report or in combination with any other service you may offer to third parties on your terms and conditions.
 - t. The Services shall be delivered to you in accordance with clause h and shall, unless the parties agree otherwise, be provided in PDF format.
 - u. In consideration of both parties entering into this Contract all information relating to this Contract in any form (including, without limitation, in written, oral, visual and electronic form) which has been or may hereafter be disclosed to the other party or its directors, employees, agents or advisers in connection with the Contract (the "Confidential Information"), each party hereby undertakes to the other (each such undertaking being made separately) as follows:
 - i. each party will maintain the Confidential Information in strict confidence and, save as provided herein, will not divulge any of the Confidential Information to any third party; and
 - ii. neither party will make use of the Confidential Information other than for the purpose of this Contract which, for the avoidance of doubt, shall include an ability to disclose information to third parties as necessary to obtain the Services.
 - v. The provisions of clause u shall not apply to any information which enters the public domain:
 - i. not as a result of the breach by either party of its obligations under clause u; or
 - ii. which is already in the public domain at the date of this Contract.
 - w. We are registered under the Data Protection Act 1998. You authorise us to hold any data that you supply to us on our computer system and to use the same for any purpose that can reasonably be inferred from the nature of the Services that are the subject of the Contract. We will normally destroy any information that you have provided to us in respect of your client, and any responses that we have received pursuant to the Services within 6 months after the date that the Contract is entered into between you and us.
 - x. We undertake to use the information you provide to us solely for the purpose of fulfilling our obligations under the terms of this Contract and satisfying your orders for our Services. We shall make no other use of the information, including, without limitation, passing it to any third party for any other reason, and shall take all reasonable measures to preserve the security and confidentiality of such information.
 - y. The relationship of the parties is that of independent contractors dealing at arm's length and nothing in this Contract shall be construed so as to constitute either as an employee of the other, and neither party is authorised to represent the other party as such.
 - z. Any notice to be given under this Contract may be delivered personally or sent by pre-paid airmail post, courier or transmitted by email to the other party at the address given at the beginning of this Contract or such other addresses as may be notified in writing by either party to the other from time to time. Any notice as sent shall be deemed to have been duly given if sent by personal delivery or courier upon delivery at the address of the relevant party, if sent by pre-paid airmail post four (4) days after the date of posting and if sent by email upon confirmation of transmission.
 - aa. No variation of or amendment to this Contract shall bind either party unless made in writing and signed by both parties hereto.
 - ab. Failure of either party to enforce or exercise, at any time or for any period, any term of this Contract, does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.
 - ac. This Contract shall be governed by and construed in accordance with English law. The parties to this Contract irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any questions or disputes which may arise out of or in connection with this Contract.
 - ad. If any dispute arises out of this Contract the parties will in good faith attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. To initiate the mediation a party must give notice in writing ("the Mediation Notice") to the other party requesting a mediation in accordance with this clause. The mediation is to take place not more than 28 days after the date of the Mediation Notice. If there is any issue on the conduct of the mediation upon which the parties cannot agree within 14 days of the Mediation notice, the parties shall procure that CEDR will, at the request of any party, decide the issue for the parties, having consulted with them first. The cost of such mediation shall be borne by the parties equally. Recourse to this dispute resolution procedure shall be binding on the parties as to the submission to mediation but not as to its outcome and accordingly all negotiations are to be conducted in strict confidence and without prejudice to the rights of the parties in future legal hearings. Except for the right to seek interlocutory relief no party may commence proceedings until 7 days after the parties have failed to reach a binding settlement by mediation.
 - ae. This Contract constitutes the entire agreement and understanding between the parties in respect of the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Contract except as expressly stated in this Contract. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into this Contract (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Contract.
 - af. Provisions of this Contract which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination shall remain in full force and effect notwithstanding such termination.
 - ag. The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Contract.
 - ah. Nothing in this Contract shall confer any benefit or the right to enforce any term of this Contract on any third party.
 - ai. Nothing in this Contract shall confer any benefit or the right to enforce any term of this Contract on any third party under the Contract (Rights of Third Parties) Act 1999.