

Terms & Conditions

April 2026 | version 1.0



1. About Ensure Legal

Ensure Legal is a specialist Lasting Power of Attorney preparation service operated by Stephen Knowles, trading as Ensure Legal, Queensgate House, 48 Queen Street, Exeter EX4 3SR. By engaging our services you agree to these Terms and Conditions. These terms are governed by the law of England and Wales.

2. Our Service

Ensure Legal provides LPA preparation services, including a personal consultation, guidance on attorney selection and the implications of LPA decisions, preparation of Health and Welfare and/or Property and Financial Affairs LPA documents, and management of the registration process with the Office of the Public Guardian (OPG) on your behalf. Our service does not constitute legal advice and is not regulated by the Solicitors Regulation Authority. Advice relating to Lasting Powers of Attorney is not regulated by the Financial Conduct Authority.

3. What Is Not Included

Our service does not include regulated financial advice, legal advice on wider estate planning, will preparation, trust drafting, tax planning, or representation in court proceedings. Where your situation requires these services, we will signpost you to an appropriate professional. Our service covers UK Lasting Powers of Attorney only. If you have overseas assets, separate local advice may be required.

4. The 100% Approval Guarantee

Every LPA we prepare is submitted to the Office of the Public Guardian to the highest standard of accuracy. If an LPA prepared by Ensure Legal is not approved by the OPG due to an error in preparation or submission, we will resolve the issue and resubmit it at no additional cost to you. The OPG registration fee (currently £92 per LPA) is a government charge payable directly to the OPG and is non-refundable in the event of rejection, regardless of the reason. The guarantee does not cover rejection arising from changes in your circumstances after submission, including but not limited to the death or loss of capacity of a named attorney, changes to your family situation, or a decision to revoke the LPA.

5. Fees and Payment

Our fees are set out on our website and confirmed in writing before any work begins. Fees are payable as agreed at the time of engagement. The OPG registration fee is payable separately and directly to the Office of the Public Guardian — it is not included in our fees. We reserve the right to vary our fees with reasonable notice. Any variation will be communicated to you before it takes effect and will not apply retrospectively to work already agreed.

6. Cancellation

You may cancel your engagement with Ensure Legal at any time before document preparation begins, with no charge. If you cancel after document preparation has commenced, a reasonable charge reflecting the work completed may apply. We will confirm any applicable charge in writing before proceeding. If we are unable to continue your engagement for any reason, we will notify you promptly and refund any fees paid for work not yet completed.

7. Your Responsibilities

You are responsible for providing accurate and complete information during your consultation and throughout the preparation process. Ensure Legal relies on the information you provide to prepare your LPA documents. We accept no liability for errors or delays arising from inaccurate, incomplete, or late information provided by you or your nominated attorneys. You are responsible for ensuring all named attorneys and replacement attorneys are aware of their appointment and have agreed to act.

8. Confidentiality

We treat all information you share with us as confidential. We will not disclose your personal information to any third party without your consent, except where required by law or by our professional obligations. Our full privacy policy is available on our website.

9. Limitation of Liability

Our liability to you in connection with any engagement is limited to the fees paid by you for that engagement. We are not liable for any indirect, consequential, or special loss arising from our service, including but not limited to delays in OPG registration, changes in government fees, or decisions made by the OPG. Nothing in these terms limits our liability for fraud, death, or personal injury caused by our negligence.

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10. Complaints

If you are unhappy with any aspect of our service, please contact us in the first instance at info@ensurelegal.co.uk or call 07838 161535. We will acknowledge your complaint within 5 working days and aim to resolve it within 28 days. If you remain dissatisfied, you may seek independent advice or refer the matter to an appropriate dispute resolution service.

11. Regulatory Notice

Advice relating to Lasting Powers of Attorney is not regulated by the Financial Conduct Authority. Ensure Legal is not a law firm and is not regulated by the Solicitors Regulation Authority. Stephen Knowles holds the Diploma in Financial Planning (DipPFS) from the Chartered Insurance Institute and the Award in Long Term Care Insurance (CF8). These qualifications inform the guidance provided but do not constitute regulated financial or legal advice.

12. Changes to These Terms

We may update these Terms and Conditions from time to time. The current version will always be available on our website. Changes will not apply retrospectively to engagements already in progress.



Ensure Legal

LASTING POWER OF ATTORNEY