

Terms of Business for The Will For You Ltd

Both copies are to be signed by the client and the consultant and one copy left with the client

Terms of Business / Retainer

The following standard terms of business apply to all instructions accepted by the Company. All work carried out in the provision of Will Writing Services is subject to these terms except where changes are expressly agreed in writing. These terms of business form the basis of the contract between the Company and the Client.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following terms shall have the following meanings:

“Adviser”	The Will For You Limited (The Company)
“Calendar Day”	means any day of the year;
“Cancellation Form”	means the form attached to these Terms and Conditions as Schedule 1;
“Cancellation Notice”	means the notice attached to these Terms and Conditions as Schedule 1 or such other written document containing the same information, produced by the Customer;
“Contract”	means the contract for the purchase and sale of the Services under these Terms and Conditions;
“Customer”	means the individual purchasing the Services from the Adviser who shall be identified in the Order;
“Fees”	means the cost quoted by the Adviser in order to carry out the work agreed. Where a flat fee has been quoted, the Adviser reserves the right to increase this and charge an hourly rate if the matter become protracted or the Customer does not finalise their instructions within a 28-day period from the date when the Order was placed with the Adviser;
“Order”	means the customer’s completed order for the purchase and provision of Services;
“Payment Information”	means all information required to take the required payments from the Customer and includes, but is not limited to, credit/debit card details and residential address details;
“Sales Literature”	means any and all brochures, catalogues, leaflets, price lists and other documents providing details of Services available and pricing information for those services;
“Adviser”	The Will For You Limited (The Company)

- “Services”** means the services which the Adviser is to provide in accordance with these Terms and Conditions, any specific terms which apply only to those services, and as specified in the Order.
- Customer Care Package** this is available and includes the cost of storage; unlimited updates to all documents whenever needed, ongoing support, additional copies of documents and 20% discount off all other products and services after 12 months of continuous cover.
- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and the Schedule as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 1.2.5 a Clause, Section or paragraph is a reference to a Section of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Procedures & Fees

- 2.1 On the initial appointment your detailed instructions will be taken, and appropriate advice then given on matters relating to Will Writing and Estate Planning Services, or general advice in related areas if requested. The **Order for Services** will be agreed between the Adviser and the Customer. Any queries or questions will be answered and subsequently, a full explanation will be given on the contents and terminology used in the drafting of your Documents.
- 2.2 **The Fees** will usually be agreed at the first meeting or at the date of taking instructions. Where this is a flat fee, the Adviser reserves the right to increase this figure if the matter becomes protracted for whatever reason, including where this may be due to the Customer’s additional instructions, or if further pertinent matters come to light which result in a change in the work required, or where the Customer does not finalise their instructions within a 28-day period from the date when the Order was placed with the Adviser.
- 2.3 **The Fees** are usually taken at date of taking instructions. If agreed, the fees may be paid in instalments where the Adviser is drafting additional documentation and not simply providing a Will.
- 2.4 Where the fees are **not** taken in full at the date of instruction, you will be asked to make an initial payment on account to engage the services of the Adviser before any drafting work is undertaken. The balance of the fees would then be payable upon approval of the documentation once drafted, and prior to signature of the originals.
- 2.5 The hourly rate charged by the **Adviser** is £160 per hour. There is no VAT payable on this. This rate will apply either when administrative work is carried out generally for the Customer or where the flat fee referred to in clause 2.2 and 2.3 is exceeded.

- 2.6 Where the work required is not quoted as a fixed fee or directly linked to the creation of a new Will or Lasting Power of Attorney (or related documentation to include severance paperwork), the Fees will be based on the hourly rate.

3. The Company undertakes to:

- 3.1 Comply with your instructions with reasonable skill, care and expedition appropriate to your needs.
- 3.2 Provide you with the best advice on matters relating to the Will Writing Services. In some cases this may mean advice to draw up other documents, or take other action, which may incur further fees. In such cases full details of such charges will be given to you in advance and you are under no obligation to proceed with any ancillary services offered. However, in some circumstances you may be asked to sign a declaration stating that you are acting against the advice given.
- 3.3 Comply with the Client`s instructions using all due skill, care and expedition appropriate to the need of the client. Regarding the dispatch of documents the Company must adhere to the following timescales unless otherwise agreed in writing with the client at the time that the client's instructions are received. The following timescales take effect immediately upon the Client providing all the information required to complete the agreed instructions.
- 3.3.1 Dispatch of Draft documents – 14 working days
- 3.3.2 Dispatch of executable documents AFTER drafts are approved – within 5 working days unless otherwise agreed between the parties
- 3.3.3 Dispatch of executable documents if drafts are NOT supplied – 14 working days
- 3.4 Provide a Support service for the Grant Assist Process or Full Probate Service offered by the Society of Will Writers' Trust Corporation where requested. The Fees for this will usually be a flat fee of £500, subject to clause 2.2.
- 3.5 However where circumstances occur, including those which are beyond the Company's control, which result in the documents being delivered outside the above stated timescales, the client must be informed and upon their request must be provided with a full written explanation for the cause of the delays AND the opportunity to renegotiate or cancel the contract, with a full refund being provided should it be requested by the client.
- 3.6 Maintain the strictest confidentiality and not to pass on your details to any other organisation without your express written permission unless legally required to do so and shall comply with all legislation in force relating to data protection.

For the purposes of clarification, your Wills will be registered with **Certainty The National Will Register** as part of this process, and this means that the your name, date of birth, address and the date when your Wills were made together with where they are stored, will be entered on to their registration service. Certainty keep this information so that they can help executors and professional third parties to find out the whereabouts of Wills when trying to trace Wills to effect probate.

For more information on how we hold your data, please read our Privacy Notice which will be provided to you in addition to these Terms of Business.

- 3.7 Offer an attestation service that supervises the signing and witnessing of your Documents at your home. The Company will not take responsibility for ensuring the validity of your Documents where the attestation service has not been taken up and the execution supervised by an agent of the Company. The signing of your Documents must be carried out according to the law of England and Wales in order for your Documents to be valid. All Documents will be supplied to you with full written instructions of how these should be completed and the Company will check the documents for free after they have been signed to ensure validity. It is

your responsibility to send the documents to our Company after you have signed them if you would like them checked.

- 3.8 Refund any money paid in respect of the preparation of your Will(s) should you change your mind within 14 days from the date of taking your instructions. After the expiration of this period the Company reserves the right to charge you for the advice given and for any work already carried out on your behalf and in accordance with your signed instructions. An itemised bill will be produced for any charge falling due under this term. (see section c, Your rights to cancel)
- 3.9 Where the Company offers a Will storage service, the Company does not accept any liability or obligation to advise you of any changes in legislation or taxation which may affect you either directly or indirectly and may necessitate a review of your Documents. Any Will should be reviewed every three years and on the occasion of any material change in your circumstances, such as divorce, marriage, the birth of children or the inheritance of a large sum of money etc.
- 3.10 Where the Company cannot legally or practically follow the instructions given by the client, the Company must explain any differences between the client's instructions or expectations and the documents to be provided.

4. Notice of the Right to Cancel

- 4.1 The Customer has the right to cancel the Contract within the Cancellation Period as determined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 4.2 The Adviser is The Will For You Ltd.
- 4.3 For the purposes of this Cancellation Notice, the Reference Number to be quoted in all communications is: As detailed on the Customers invoice/receipt.
- 4.4 The Customer has the right to cancel the Contract within 14 Calendar Days of receipt of this notice (the "Cancellation Period").
- 4.5 The Customer may be required to pay for Services provided if provision of the Services has commenced with the Customer's written agreement prior to the end of the Cancellation Period.
- 4.6 In the event that the Customer chooses to exercise their right to cancel within the Cancellation Period, the Cancellation Form attached to these Terms and Conditions as Schedule 1 should be completed in full and returned to the Adviser at the address provided in sub-Clause 4.7.1 below.
- 4.7 Cancellation Notices must be sent to the Adviser at the following addresses:
 - 4.7.1 A Cancellation Notice sent by post or delivered by hand must be sent to: Melanie Johnson at The Will For You Ltd, Crimble, Langley Road, Claverdon, Warwick, Warwickshire, CV35 8PU; and
 - 4.7.2 A Cancellation Notice sent by email must be sent to: mel@thewillforyou.co.uk
- 4.8 Cancellation Notices shall be deemed served upon the Adviser:
 - 4.8.1 In the case of a Cancellation Notice sent by post, at the time of posting; and
 - 4.8.2 In the case of a Cancellation Notice sent electronically, on the day it is sent.
- 4.9 Use of the Cancellation Form is optional; however all Cancellation Notices, in whatever format, must be in writing and must contain all information included in Schedule 1.

5. Refunds

- 5.1 If the Customer chooses to exercise the Right to Cancel in accordance with Clause 4 above, the provisions of this Clause 5 shall apply in determining any refund to which the Customer may be

entitled.

- 5.2 The Customer must inform the Adviser of their exercise of the Right to Cancel within the period required by Clause 4.
- 5.3 If the provision of Services has commenced, at the Customer's written request, prior to the giving of notice by the Customer and the end of the Cancellation Period, the Adviser shall remain entitled to any monies constituting the value of such Services.
 - 5.3.1 Where the Customer has already made payment to the Adviser, any refund issued shall be less the relevant sum determined under sub-Clause 5.3.
 - 5.3.2 Where the Customer is yet to make payment to the Adviser, the sum due from the Customer shall be adjusted accordingly.
 - 5.3.3 The Adviser will inform the Customer in writing of the relevant calculations involved in determining sums deductible or payable under this Clause 5.
- 5.4 If the provision of Services has commenced prior to the giving of notice by the Customer and the end of the Cancellation Period without the Customer's written request, the Adviser shall not be entitled to any monies constituting the value of such Services.
- 5.5 If the Customer requires their Documents urgently and require that the Company commence work prior to the expiration of the cancellation period the Customer can agree to waive their rights under the Regulations by signing a waiver agreement. This will mean that they will be required to pay for any work completed should they decide to reinstate their right to cancel within the 14 days. This should be provided in writing.

6. Liability

- 6.1 If the Adviser fails to perform the Services with care and skill it shall carry out remedial action at no extra cost to the Customer.
- 6.2 The Adviser shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Adviser's obligations if the delay or failure was due to any cause beyond the Adviser's reasonable control or where the Customer has failed to meet their obligations under Clause 8 below.

7. The Customers Obligations are:

- 7.1 To disclose all relevant facts and answers to all the questions asked to allow the Company to provide accurate advice and to produce an effective legal Document. The Company shall not accept liability in respect of information which was not disclosed, and therefore not documented by the person taking your instructions, and which comes to light at a later date as being of relevance and which may affect the validity or content of your Documents or advice given.
- 7.2 To read through the draft Documents provided, to confirm that they correctly reflect your wishes as to the distribution of your estate and that the names and addresses of the persons mentioned in your Documents are correct, adding any missing data not supplied at the time of taking your instructions.
- 7.3 To return the Documents together with any amendments to the Company as soon as possible. If you fail to return the Documents to the Company, the Company shall accept no liability for the draft Documents. The Company shall not be responsible for any delay due to your failure to comply with the above.
- 7.4 To notify the Company if you do not receive your draft Documents within two weeks of the first appointment, unless otherwise agreed.

7.5 To pay the **Fees** due for the provision of Will Writing Services in full and in accordance with the terms of our invoice.

7.6 If you are having the attestation service, you should arrange for the witnesses to be present at the time of the execution of your Will.

8. Client Care

8.1 The Company is committed to providing the Customer with a high-quality service. An essential part of that service is that the Company will communicate effectively with the Customer so that they are kept informed of progress.

8.2 The Company maintains a full complaints procedure to which any complaint should first of all be addressed. If the matter is unable to be resolved to your satisfaction you may refer it, in writing, to the Complaints Department, The Society of Will Writers. Chancery House, Whisby Way Lincoln, LN6 3TQ.

The Company complies with the Society's Code of Practice of which a copy is available upon request.

A customer satisfaction survey is available from your consultant upon request. The survey is also available online at : www.willwriters.com/customer-satisfaction-survey/ .

Please read the above terms carefully and ensure you understand them before signing.

I/We accept the above terms of business and agree to abide by them and to be bound by them. We acknowledge that we have received a copy of this agreement.

Signed Testator 1: _____

Print Name: _____

Signed Testator 2: _____

Print Name: _____

Dated: _____

Signed: _____

On behalf of the Company

Dated: _____

SCHEDULE 1

Cancellation Notice

This Cancellation Notice is set out in the form required by Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you wish to cancel the contract you **MUST DO SO IN A CLEAR STATEMENT** and deliver personally or send (which may be by electronic mail) this to the Company at their address below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**)

To: **The Will For You Ltd**, Crimble, Langley Road, Claverdon, Warwick, Warwickshire, CV35 8PU or [mel@thewillforyou.co.uk]

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract

Ref: _____ (can be found on your receipt/invoice)

Date Contract Commenced: _____

Consultants Name: _____

Signed

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Name and Address

Date

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