

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.

Definitions:

- The 'Company', shall mean Inheritance Limited t/as the English Will Company
- The 'Client' shall mean anyone instructing the Company for the provision of Will Writing Services
- The 'Society' shall mean The Society of Will Writers and Estate Planning Practitioners
- "Will Writing Services" shall mean the provision of Wills, Lasting Powers of Attorney, Living Wills, notices of severance, probate advice and other services of a legal nature provided by a Member to his clients. It shall also mean inheritance tax advice and other tax planning advice in connection with the preparation of Wills
- "Documents" shall mean Wills, powers of attorney or other legal document produced as part of the Will Writing Services

a) Procedures

- (a) On the initial appointment your detailed instructions will be taken and appropriate advice given on matters relating Will Writing Services. Any queries or questions will be answered and a full explanation given on the contents and terminology used in the drafting of your Documents.

b) The Company undertakes to:

- a) Comply with your instructions with reasonable skill, care and expedition appropriate to your needs.
- b) 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.
- c) Dispatch your draft Documents by first class post within 14 days of taking your initial instructions. Where circumstances occur which are outside of the Company's control which will result in a delay beyond this period you will be given a full written explanation and the opportunity to renegotiate the contract or cancel the agreement with a full refund being provided. If you decide to proceed the Documents will be produced as soon as is possible and, in any event, the Company shall produce and dispatch the draft Documents to you within 30 days of having taken the initial instruction.
- d) 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.
- e) Offer a chargeable 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.
- f) Refund any money paid in respect of the preparation of your Will(s) should you change your mind within 7 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)
- g) 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.

c) Notice of the Right to Cancel

- (a) As a consumer under The Cancellation of Contracts made in a Consumers Home or Place of Work etc. Regulations 2008 ('the Regulations') you have the right to cancel this contract within 7 days (the Cancellation Period) starting from the date you are issued with the notice of your rights to cancel.
- (b) Your notice of cancellation must be in writing and issued within the Cancellation Period and sent to the Company or other person if specified in the notice of the right to cancel
- (c) A cancellation notice sent by post is taken to have been served at the time of posting whether or not it is actually received. Proof of posting may be required.
- (d) Where a cancellation notice is sent by electronic mail it is taken to have been served on the day it is sent

- (e) The effect of a cancellation under the Regulations is that the contract is treated as if it had never been entered into and the liabilities of both parties are terminated.
- (f) If you require your Documents urgently and require that the Company commence work prior to the expiration of the cancellation period you can agree to waive your rights under the Regulations by signing a waiver agreement. This will mean that you will lose your right to the Cancellation Period.

d) Your Obligations are:

- a) 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 effect the validity or content of your Documents or advice given.
- b) 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.
- c) 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.
- d) To notify the Company if you do not receive your draft Documents within two weeks of the first appointment, unless otherwise agreed.
- e) To pay the fee due for the provision of Will Writing Services in full and in accordance with the terms of our invoice.
- f) 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.

e) Client Care

- a) The Company is committed to providing you with a high quality service. An essential part of that service is that we will communicate effectively with you so that you are kept informed of progress.
- b) 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, Newland House, The Point, Weaver Road, Lincoln, LN6 3QN
- c) The Company complies with the Society's Code of Practice of which a copy is available upon request.
- d) A customer satisfaction survey is available from your consultant upon request. The survey is also available online at; www.willwriters.com/satisfactionsurvey.html.

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: _____ (1st Testator)

Print Name: _____

Signed: _____ (2nd Testator)

Print Name: _____

Dated: _____

Signed: _____
On behalf of the Company

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