



## Terms of Business

### Definitions:

'the company'	shall mean 'New Patch' of 11 Haydon Place, Yateley, Hampshire GU46 7UA
'the client'	shall mean anyone instructing the company for the provision of the services provided by the company
'you' and 'your'	shall mean the person who instructs the company to provide the services whether on their own behalf or as agent of the client
'the Society'	shall mean The Society of Will Writers and Estate Planning Practitioners
'the services'	shall mean will writing services and other services provided in accordance with your instruction.
'documents'	shall mean any documents produced as part of the services
'the cooling-off period'	shall mean 7 days from the date of taking your instructions
'the charges'	shall mean the companies fees for the services provided
'working day'	means Monday to Friday, 9am to 5pm, except bank and public holidays.

### 1. General

- 1.1. The terms of business contained herein apply to all instructions accepted by the company. All work carried out by the company in the provision of the services is subject to these terms except where changes are expressly agreed in writing.
- 1.2. The terms of business form the basis of the contract and constitute the entire agreement between the company and the client in respect of the services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the services.
- 1.3. If at any time, any one or more of these conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining conditions, which shall remain in full force and effect.
- 1.4. Any failure by us to enforce a breach of the conditions by you will not be deemed to be a waiver of any subsequent breach of these conditions that you may make.
- 1.5. These conditions will be governed exclusively by the Law of England. The company and the client agree to submit exclusively to the jurisdiction of the English courts.

- 1.6. The company will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the conditions or negligence in performing the services even if we were advised of or knew of the likelihood of such loss occurring.
- 1.7. If there is a conflict between your Instruction and the conditions, the instruction will prevail.
- 1.8. Headings used in these conditions are for convenience only and shall not affect their interpretation
- 1.9. Any indication that we may give as to the time in which we will deliver the services will be a good faith estimate only. We will use all reasonable endeavours to deliver our services within the time-scale that we have estimated, however, time of delivery is not of the essence.

## **2. Contact/Initial Procedures**

- 2.1. Taking detailed instructions and giving appropriate advice on matters relating to your individual needs.
- 2.2. Providing a full explanation and answering any enquiries raised by you as to will writing services and the other services offered by the company.

## **3. The Company Undertakes to:**

- 3.1. Comply with your instructions using reasonable skill, care and expedition appropriate to your needs and requirements. In some cases this may necessitate the provision of additional advice, documents, or actions, which may incur further fees. In such cases, full details will be provided to you in advance and you are under no obligation to proceed with any ancillary services offered. Please note that in some circumstances you may be asked to sign a declaration or waiver stating that you are acting against the advice given.
- 3.2. Use its best endeavours to dispatch your draft documents, by first class post, within 14 days of taking your initial instructions. However, 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 draft documents produced as soon as is possible thereafter. Notwithstanding circumstances outside of the company's control, we shall produce and dispatch the draft documents to you within 30 days of having taken your initial instruction.
- 3.3. Maintain the strictest confidentiality and not to pass on your name or details to any other organisation without your express written permission. The Company is registered under the Data Protection Act 1984, and therefore all information disclosed to us will remain totally confidential.
- 3.4. Should you change your mind within the cooling-off period the company will refund any monies paid in advance of the preparation of any document or other service. After the expiration of the cooling-off period the company reserves the right to charge you for the advice given and for any work already carried out on your behalf in accordance with your signed instructions. An itemised bill will be produced for any charge falling due under this term.

- 3.5. Force Majeure. The company will not be liable for any failure to perform the services due to an event beyond our reasonable control. If our performance of the services is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to perform the services as is reasonable in the circumstances.
- 3.6. Offer a chargeable attestation service that supervises the signing and witnessing of the documents. The company cannot take responsibility for ensuring the validity of any document where the attestation service has not been taken up and the execution not supervised by an agent of the company. The signing (also known as 'the execution') must be carried out according to the Law of England and Wales in order for your documents to be valid.
- 3.7. Provide full written instructions of how the documents should be completed, and executed.
- 3.8. Where the company offers a '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. Your documents should be reviewed every two to 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.
- 3.9. Each Instruction if accepted by us will constitute a separate and severable contract.
- 3.10. We will not be obliged to accept any instruction and we may refuse to provide the services at any time without giving any reason. No contract for services will come into force until confirmation of instruction has been received

#### **4. Your Obligations are:**

- 4.1. To disclose all relevant facts and answers to all questions asked to enable the company to provide accurate advice and effective documents. 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 the advice given.
- 4.2. 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
- 4.3. To return the documents together with any required 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 this clause.
- 4.4. To notify the company if you do not receive your draft documents within two weeks of the first appointment, unless otherwise agreed.
- 4.5. To arrange for the witnesses to be present at the time of the execution of your documents, where you have instructed the company to provide the attestation service.

- 4.6. You are required to have sufficient mental capacity at the time you provide us with your instruction. We will not accept liability in respect of information which was not disclosed or any changes which occur after your instruction is received. Such information and changes may not therefore be documented even though it may become apparent at a later date as being of relevance or may effect the validity or content of the document supplied
- 4.7. To pay the fee for the services provided in accordance with the terms stated on our invoice without deduction or set off. The clients failure to comply with this clause shall enable the company to exercise its reserved right to:
  - 4.7.1. Charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date of the invoice until we receive full payment in cleared funds both before as well as after any judgment
  - 4.7.2. Suspend or terminate any services that we have agreed to provide to you provided that any such suspension or termination shall not affect your liability to pay us such charges as have accrued to us at the date of such suspension or termination.

## **5. Client Care**

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 and that you are kept informed of progress.

The company operates a full client care service of which all our staff are fully aware and 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 Director General, The Society of Will Writers. Chancery House, Whisby, Lincoln LN6 3LQ.

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