

## 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 Camrass Wills and their consultants
- The 'Client' shall mean anyone instructing the Company for the provision of Will Writing Services
- "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
- The 'Society' shall mean The Society of Will Writers and Estate Planning Practitioners
- "Documents" shall mean Wills, powers of attorney or other legal document produced as part of the Will Writing Services

### 1. 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.

#### 1. 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) 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 members 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.
  - Dispatch of Draft documents - 7 working days
  - Dispatch of executable documents AFTER drafts are approved - 7 working days
  - Dispatch of executable documents if drafts are NOT supplied - 14 working days

However where circumstances occur, including those which are beyond the Member'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.

- 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. See section 5 below.
- e) Offer an attestation service that supervises the signing and witnessing of your Documents at your home. There may be an additional charge for this. 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.
- h) 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.
- i) Should the Company be asked to produce evidence in the event of a Will dispute, the Company reserves the right to charge appropriate fees.

## **2. 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. See section 5 for contact details.
- 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.

### **3. 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 inform the Company as soon as possible of any amendments required to your documents. If you fail to inform the Company of any amendments, 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.

### **4. 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. Chancery House, Whisby Way, Lincoln, LN6 3LQ
- 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](http://www.willwriters.com/satisfactionsurvey.html).

### **5. General consent**

- a) I/we understand that the information contained in the associated instruction form will be passed to the document provider, if not Camrass Wills, and agree that the information may be held on a computer and/or paper files to facilitate the preparation of my/our documents. I/we confirm that the document provider and my consultant may use this information to contact me from time to time by post, e-mail, fax or telephone to bring to my attention changes in legislation, which may be of benefit. Should I/we later wish to withdraw such consent, this can be done by writing to the Data Protection Officer at Camrass Wills, 1 River Close, East Farleigh, Maidstone, Kent ME15 0JE or by email to [peter@camrasswills.co.uk](mailto:peter@camrasswills.co.uk)

**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: \_\_\_\_\_ (1<sup>st</sup> Client)

Name: \_\_\_\_\_

Signed: \_\_\_\_\_ (2<sup>nd</sup> Client)

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

On behalf of the Company