

Terms and Conditions of Business

J M Wills and Legal Services Limited (hereinafter referred to as “the Company”) are members of the Society of Will Writers and Estate Planning Practitioners (hereinafter referred to as “SWW”) and it is mandatory that it operates in accordance with the SWW Code of Practice, copies of which are available (in written or audio format) either from the Company or from the SWW at the address overleaf. Any instances of non compliance with the SWW Code of Practice should be addressed to the SWW. The purpose of these Letters of Engagement is to explain to you what your rights and obligations are and what rights and obligations the Company have. The provision of Wills, Lasting Power of Attorney, notices of severance, probate advice and other services of a legal nature provided by a Member to you (hereinafter referred to “Will Writing Services”). It shall also mean inheritance tax advice and other tax planning advice in connection with the preparation of Wills. Documents shall mean any Wills, Lasting Power of Attorneys or other legal document produced as part of the Will Writing Services.

Both the Company and the SWW are keen to ensure that the Company provides its services to the highest standards within the profession and in compliance with the Code of Practice.

Fees

The Company’s fees for writing Wills and for any additional products or services will have already been discussed with you.

Procedures

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) Our obligations

- a) The Company usually operates a two meeting system. The first meeting is to discuss your situation and your requirements and to obtain as much information as possible to enable us to draft your documents.
- b) A second meeting will be arranged to sign your documents, to explain them to you so that you can be sure that they meet your requirements and to supervise the signing of them. Where documents are being drafted as updates to documents already drafted by the Company, you can elect not to have a second meeting.
- c) The Company is obliged to give you best advice on matters relating to Will Writing Services. In some cases this may require additional products or services, provided at extra cost either by the Company or another company recommended by us. You are under no obligation to take up any product or service, but the Company may require you to sign a disclaimer if you choose not to do so.
- d) The Company may require you to sign a disclaimer if you instruct us to draft any product or service in a way that is contrary to our advice.
- e) The Company will Maintain the strictest confidentiality and not to pass on your details to any other organisation without your express permission unless legally required to do so and shall comply with all legislation in force relating to data protection.
- f) Any advice that is given by the Company is based on its understanding of law, practices and procedures at the date of this agreement. The Company is not responsible for any consequences arising from any future changes in law, practices or procedures.
- g) The Company will offer a chargeable attestation service that supervises the signing and witnessing of your Documents at your home if you are unable to attend the Company. 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.
- h) 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.
- i) The Company has Professional Indemnity Insurance of £2 million to cover claims and losses arising as a result of any negligent act by it together with Public Liability Insurance of £1 million to cover claims and losses or damages arising from action by it.

- j) The Company holds their current Professional Indemnity Insurance and Public Liability Insurance with Hiscox Underwriting Limited of 1 Great St Helens London EC3A 6HX.
- k) The Company reserves the right to withdraw from any transaction if it is unable to complete any transaction in whole or in part but if it does so, it will write to you immediately and you will not be liable to pay any fees.
- l) The costs of correcting any error or omission on the part of the Company shall be borne entirely by the Company.
- m) The Company will maintain client files for a period of 6 years after your death, or for a period of 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first.
- n) The Company will provide advice free of charge in matters relating to this transaction for its lifetime and will also offer after sale services on other products and services at a reasonable charge.
- o) Our normal office hours will be Monday to Friday (excluding bank holidays) 9am to 5pm. If however you need to urgently contact us out of these hours, we do ask that you preferable call the mobile number and leave a message on the answer phone and we will aim to return your call within 12 hours.

2) Your obligations

- 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 affect 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 our terms of engagement.
- f) If you are having the attestation service at home, you should arrange for the witnesses to be present at the time of the execution of your Will.

3) Timescales

- a) Your completed documents will be available for checking no earlier than 14 days from the date on which the Company has all the information that it requires to complete your documents.
- b) In the event that the Company is unable to meet the above timescale then you will be able to renegotiate this agreement or you can cancel it without any obligation to pay any fees.
- c) If you are unable to provide all of the information that the Company requires to draft your documents within 28 days of this agreement then you will not be entitled to a whole refund but only half of a refund of the total fees on the 28th day after this agreement.

4) Payment

Payment will be required, in full, (if by cheque made payable to "J M Wills and Legal Services Limited") within 7 days of taking your Will instructions.

5) Notice of your right to cancel

- a) You have a right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 with the Company within 14 days of the date you receive your draft copy of your Will by writing to the Company at the postal address or the email address below and you will not be required to make any payment.
- b) You can cancel this agreement with the Company later than 14 days after the date of this agreement by writing to the Company at the postal address or the email address below. Unless the cancellation is due to a delay on the part of the Company that is beyond the timescale referred to in section 3, you will be liable to pay half of the full fee.

- c) You can use the cancellation form attached to this agreement. Where notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery; however cancellation will be deemed to be served as soon as it is posted or sent to us.
- d) The Company will acknowledge receipt of notice of cancellation in writing within 14 days.
- e) If you require your Documents urgently you can agree in writing that the Company can start work on your documentation on a date before the expiry of 14 days of the date that you first give us information to enable us to complete work for you, however if you cancel within this time the Company reserves the right to charge you for services provided up to the point of cancellation.

6) Complaints

- a) If you are not happy with any aspect of service provided by the Company, you are entitled to make a complaint to the Company. If you wish to make a complaint about any aspect of service provided by the Company, please raise your complaint, either in writing, by email or by telephone to Jan Woolley at J M Wills and Legal Services Limited at the address below. Your letter will be acknowledged within 5 working days of receipt and your complaint will be investigated and you will be written to with the results of the investigation within a further 14 days.
- b) If you are not happy with the results of the investigation by Jan Woolley, you can appeal the letter within 14 days from the date of the reply from Jan Woolley, in writing, or email or via telephone and addressing this to Michael Smith and requesting an appeal to take place and the reasons for this. Michael Smith will investigate your complaint and respond to you within 14 days of receipt.
- c) If you are still not happy with the response from the Company in connection with your complaint you can write to the Society of Will Writers and Estate Planning Practitioners whose address details are below who will then investigate your complaint and make a formal judgement.
- d) In relation to any service complaint or allegation of misconduct by Mrs Jan Woolley you can refer the matter to CILEx Regulation the regulatory body for members of the Chartered Institute of Legal Executives. CILEx Regulation will investigate free of charge, any such allegations. Complaints of this type must be made within 12 months of the event that gave rise to the complaint or within 12 months of the complaint having knowledge of the events, whichever is the greater. CILEx details are available below.
- e) Alternative dispute resolution bodies such as Promediate UK Limited of Brow Farm Top Road Frodsham WA6 6SP, telephone number 0203 6213908 exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We do not agree to use Promediate UK Limited and the timescale for contacting them is 12 months.
- f) These complaints procedures do not prevent you from seeking other means of redress.
- g) Director Janet Woolley does hope that you will be very satisfied with the service she provides and she would therefore encourage you to tell her regulator what you think of her service you have received. To do this visit www.cilexregulation.org.uk and complete the CILEx Regulation Client Survey in the section on 'Consumers'.

7) 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 compiles with the Society's Code of Practice of which a copy is available upon request or by download on our website.
- c) A customer satisfaction survey is available from the Company upon request and also available online at www.willwriters.com/satisfactionssurvey.html.
- d) The Company regard privacy as important and we comply with the Data Protection Act 1998.

It is important that you read and understand the above terms that will apply to this agreement before signing. If there is any term that you do not understand or do not wish to agree to, then please discuss it with J M Wills and Legal Services before signing. Only sign if you wish to be bound by these Terms and Conditions of Business.

Signed:.....

Signed:.....

Print Name:.....

Print Name:.....

Date:.....

Date:.....

Cancellation Notice

If you wish to cancel this contract, you MUST DO SO IN WRITING and deliver it personally or send (which may be by electronic mail or by Recorded Delivery) to the Company named above. You may use this form if you want to, but you do not have to.

Complete, detach and send this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT

To: J M Wills and Legal Services Limited, 8 Bacon Close, Giltbrook, Nottingham, NG16 2UW.

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our Contact with you. (delete as appropriate)

Signed:.....

Signed:.....

Print Name:.....

Print Name:.....

Date:.....

Date:.....

Address:.....

Postcode:.....

J M Wills and Legal Services Limited

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Society of Will Writers and Estate Practitioners (SWW)

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CILEx Professional Standards (CILEx)

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Email: info@cilexregulation.org.uk