

# Terms of Engagement

(valid from 04/01/2011)

# The Will Writing Company

## 1. DEFINITIONS and INTERPRETATION

- a) **Company** means The Will Writing Company Limited of 4 Castle Quay, Castle Boulevard, Nottingham NG7 1FW, or its agent or third party instructed by it to act on its behalf in the provision of legal services. "We", "us" and "our" refers to the Company.
- b) **Client** means a person who contracts with the Company for the provision of legal services and includes the client's partner, spouse or civil partner. "You", "your" and "yours" refers to the Client.
- c) **IPW** means The Institute of Professional Willwriters of Trinity Point, New Road, Halesowen, West Midlands B63 3HY, the professional body whose Code of Practice the Company operates and complies with.
- d) **Legal services** means the drafting and/or execution of legal documents dealing with your personal property and affairs drafted by the Company on your instructions.
- e) **English law** means the law of England and Wales under which these Terms of Engagement, and the legal services provided, are governed and construed.

## 2. COMPANY'S ROLE

- a) At our first meeting we will establish your personal situation and wishes, give appropriate advice as to your options and take your detailed instructions. After you have approved the draft version of the relevant document(s) we will offer to meet you again to supervise the signing of the final documents by you (attestation). No charge is made if this meeting is at one of our places of business. Where you have paid a fee our Agent will attend at your home (or elsewhere if agreed by us). One such meeting is included in our fee, but if a further meeting is required for reasons out of our control, a charge will be made for this attendance.
- b) The provision of such advice may include advice to take further action, which may incur further fees or payments to third parties such as; the courts, other professional advisers or insurance and investment providers. In such cases full details of these costs will be given to you in advance. If you do not act on any or all of the advice given you may be asked to sign a declaration to this effect absolving the Company of any liability thus arising.
- c) We will correct any error or omission on our part free of charge.
- d) We will hold and maintain Professional Indemnity Insurance cover of at least £2,000,000 and Public Liability Insurance cover of at least £5,000,000 (valid worldwide except in the United States and Canada). The insurer is Royal Sun Alliance and is arranged by Johnston Park McAndrew of 5-7 Hagley Road, Halesowen B63 4PU.
- e) We will comply with the IPW Code of Practice, which is available free of charge upon request and in various formats from the Company and the IPW. Non compliance with the Code should immediately be brought to the attention of the IPW.
- f) We will provide customer support and service by telephone on 0800 952 6600, for a minimum period of 20 working days after the production and despatch of documents and provide free advice on them for their lifetime.

## 3. COMPANY'S LIMITATIONS

- a) We are not responsible for the verification of any of the information provided by you in your instructions, particularly with regard to the identity or address of any person identified by you. Information regarding family or business circumstances or the age or condition of any person identified by you is taken at face value and will be relied upon by us.
- b) We do not have any responsibility for the future review of your documents. The documents will be carefully drafted, based on your instructions and the current state of the English law. Any changes in the personal circumstances of you or anyone named by you in the documents, or any change in the law, should be considered by you. These changes might include, but are not limited to; births, marriages, death, incapacity, divorce, insolvency or a material change in financial circumstances. It remains your responsibility to seek further advice if necessary.
- c) Whilst every reasonable care will be exercised in providing the legal services, we are not liable for any losses arising in any way from acting on your instructions unless they are caused by our own fraud or negligence.
- d) We are not liable for any loss arising out of failure to properly execute a document under English law unless the execution has been supervised in person by an Agent of the Company. We will check the document at our expense if sent to us for this purpose, but cannot warrant the document was validly executed unless supervised as above.
- e) All correspondence between us, our Agents and you will be by first class post or email at the relevant addresses. We will not be liable for any loss arising from non-delivery of post or email, or any loss of documents beyond our control.
- f) We reserve the right, at our absolute discretion, to decline to provide legal services to you. Where we do so we will refund any fees paid when we notify you of our decision. If you instruct us to act contrary to our advice we will ask you to sign a disclaimer and waive any liability arising from following your instructions.

## 4. YOUR RESPONSIBILITIES

- a) In order to give you appropriate advice and draft documents effectively you must disclose all relevant information and give full answers to all queries when we take your instructions. We cannot be held liable for any losses resulting from wrong or incomplete information given to us. It is your responsibility to check the information recorded for accuracy and completeness before it is submitted to us and you will be asked to sign to this effect.

- b) If you have not provided all of the information we need to draft your documents within 28 days of signing this agreement you will be liable to pay 50% of our fee.
- c) You must check any draft documents sent to you thoroughly to confirm the names and addresses are accurate and that they correctly reflect your wishes. You may contact us for advice and support via our telephone helpline on 0800 952 6600.
- d) If you do not receive your draft documents within the timescales below you must notify us.
- e) If documents require amending you must notify us within 4 days of receipt, otherwise we are entitled to proceed as if they have been checked by you and are correct. You may request us to delay the production of the documents for up to 28 days.
- f) You are responsible for the safe delivery of any documents to us, by whatever suitable means you choose, at your own expense, and for arranging suitable insurance. We will not accept any responsibility for loss in transit to us. We will acknowledge safe receipt of title deeds or other legal documents, but not their completeness or content, which remains your responsibility.
- g) You will pay the agreed deposit or fee on the date we receive your instructions and any balance when the documents are produced
- h) If you have arranged an attestation visit by our Agent, you should arrange for witnesses and attorneys (if required) to be present with you at the agreed time and place. If the attestation cannot proceed for any reason beyond our control an additional fee will be incurred by you.
- i) In order for us to comply with Money Laundering Regulations you must provide us with acceptable proofs of identity and address, details available upon request.
- j) By signing a copy of these Terms of Engagement when you give us your final instructions you confirm your acceptance of them.

## **5. FEES AND PAYMENT**

- a) Our fees are as stated on the price list incorporated into these Terms of Engagement. The fees are fixed and guaranteed and will not increase within 30 days of the date you sign our copy of this form, or at a later date without your prior express consent. Do not sign the form until the day you give us your instructions.
- b) Our fee is due and payable with your instructions. We may at our absolute discretion agree to payment in two parts or by credit agreement (subject to minimum deposit and other conditions). Payments or deposits will be held in our client deposit account and only transferred to our office account on the production of your documents or under clause 4(b) above. Payments may be made by cheque, credit or debit card, credit agreement or cash (at our absolute discretion and subject to the current Money Laundering Regulations).
- c) Ancillary legal services, such as first registration of a property, dealing with a leasehold property, deeds of gift or deeds of variation may incur an additional fee and/or registration or court fees. Such additional fee will be notified to you in writing in advance. You may cancel the entire transaction within 7 days by writing to us if the further cost is not acceptable to you (see clause 14).
- d) If part of the fee paid to us is for services provided by a third party, we will receive that part from you as your Agent and forward it to them. You will receive a separate Terms of Business agreement from them.
- e) We may pay part of your fee to a third party by way of a marketing fee, or we may receive a fee for introducing you to a third party who subsequently provides services to you. Details of these payments are available to you upon written request.

## **6. TIMESCALES**

- a) Wills and Lasting Powers of Attorney will be ready for your signature at our office within 14 days of receipt of your complete instructions.
- b) Alternatively, we will post or email you a draft copy for your approval within 10 days and have the final document available for you to sign at our office within another 4 days, unless you have requested amendments. Any spelling or other drafting error on our part brought to our attention by you within those 4 days will be rectified by us free of charge. If we do not correct an error on our part within 10 working days of written notification from you, then you may have the correction made elsewhere and any reasonable costs you incur will be reimbursed by us, not exceeding the original fee quoted by us for the work.
- c) If you have requested personal delivery of your final document this will be arranged on a mutually agreed later date.
- d) For more complex documents, or where we may have to rely on an external body or Government Department or Agency to provide us with necessary information, or where work is carried out by an external party, we cannot confirm set time periods but will keep you informed and produce the documents as soon as is possible.
- e) If we fail to meet these timescales you may cancel the contract by writing to us, or decide to renegotiate the contract between us.
- f) We will not accept liability for any consequences arising from delay on your part or the supply of incorrect information in the first instance.

## **7. EXPRESS SERVICE**

If you require your documents urgently and instruct us to commence work prior to the expiration of the seven day cancellation period, you must pay our fee in full and your cancellation rights end as soon as we start drafting the documents.

## **8. DATA PROTECTION AND CONFIDENTIALITY**

- a) We are registered under the Data Protection Act 1998 as amended and all information disclosed to us will remain confidential and secure, except as below.
- b) We may need to collect, use, share and store personal and financial information about you and others. This may have been provided by you or obtained from third parties such as HM Land Registry, fraud prevention agencies or others.

- c) We may need to provide important information and guidance to parties named in legal documents and/or offer them our services, but we will not do so without your express permission.
- d) We will not pass your personal information to any external party without your express permission unless required to do so by operation of the law.
- e) Where you provide us with personal and financial information relating to others, for example; family members, dependants, joint asset holders, beneficiaries, professional advisers and executors or trustees, you confirm that you have their consent or are otherwise entitled to provide this information to us and we can use it in accordance with this agreement.
- f) We may record or monitor telephone calls or electronic communications, including emails, between us to check your instructions and ensure we are meeting our service standards.
- g) You accept that internet or electronic communications are not necessarily secure unless they are encrypted and we are not responsible for any interception or misuse of such data.
- h) We will retain such personal information after the termination of any services or products supplied to you for the periods specified or permitted for legal, regulatory, fraud prevention, financial or legitimate business purposes.
- i) A copy of the information we hold about you may be requested in writing from our **Data Protection Officer** at our registered address. The fee permitted by appropriate law or regulation may be charged for providing this information.

## 9. DOCUMENT STORAGE

- a) The Company offers an original document storage service through Deedbank Document Storage Limited, but is under no obligation to advise you of any changes in taxation or legislation which may affect you directly or indirectly and which might warrant any change to your document and no liability can arise from this.
- b) The annual fee quoted for document storage when you sign these Terms of Engagement will remain in force until further notice. It will not increase without your consent and you have the option to remove the documents from storage at this time if you wish.
- c) As well as original Wills, you may ask us to store Powers of Attorney and Property Deeds.
- d) If you cancel the Direct Debit or get into arrears with the annual payments, we will write to invite you to renew it or to retrieve your documents, as set out below.
- e) Clients with a storage account may request amendments to existing clauses in their Wills from time to time without further charges for the redrafting. Incorporating additional clauses or provisions will necessitate drafting a new Will at the prevailing rate. Amended documents may be collected from our offices free of charge by prior arrangement. If you request them to be sent to your home address there will be a nominal fee of £9.50 to cover materials, postage and handling costs. The cost of this and any outstanding storage fees must be paid in advance.
- f) You may retrieve your original documents from storage without charge by personally attending at our office by prior arrangement and producing suitable proof of identity. Any overdue storage fees must be settled before we will release the documents.
- g) We will also return your documents to you at the address on the documents on receipt of your written request, or your new address (with proof of change of address) if requested. You may choose between **Recorded or Special Delivery** by Royal Mail or by **Courier** (arranged and paid for by you). We will charge you a fee of £5 for recorded or £10 for special delivery (or the actual cost if greater). The cost of delivery and any outstanding storage fees must be paid in advance.
- h) An Executor, Trustee or other authorised Personal Representative may also retrieve the documents as above on production of a death certificate and proof of their identity and address and having signed a suitable indemnity form.
- i) We will not accept any responsibility for any loss of documents beyond our control.

## 10. CLIENT CARE AND COMPLAINTS PROCEDURE

- a) We are committed to providing you with a high quality service; we will therefore communicate effectively with you and keep you informed of progress. Our personnel are all aware of and trained in our client care policies and procedures.
- b) We operate a complaints procedure whereby any issues that cannot be resolved with your named contact should be referred in writing to **The Managing Director**, The Will Writing Company Ltd, 4 Castle Quay, Castle Boulevard, Nottingham NG7 1FW. Any such complaint will be acknowledged in writing within five working days of receipt. A full investigation will be undertaken and our written findings communicated to you within a further 28 days.
- c) If a complaint is not resolved to your satisfaction, you may refer it in writing to **The Institute of Professional Willwriters**, Trinity Point, New Road, Halesowen, West Midlands B63 3HY. The IPW can also be contacted by telephone on 08456 442042 or via their website [www.ipw.org.uk](http://www.ipw.org.uk)
- d) If you are not satisfied with our decision or that of the IPW (or if you choose not to refer your complaint to them), you may contact an independent arbitration service provided by IDRS Limited, a wholly owned subsidiary of the Chartered Institute of Arbitrators. It may be contacted at **The Estate Planning Arbitration Scheme**, 12 Bloomsbury Square, London WC1A 2LP. Full information about EPAS and a free booklet may be obtained from the IPW as above.
- e) The above does not affect your statutory rights to other forms of redress.

**11. FORCE MAJEURE**

The Company shall not be held liable or deemed to be responsible for any delays or failure in performance under these Terms of Engagement resulting from acts beyond its control, including but not limited to: Acts of God, acts or regulations of any government or supranational authority, war or national emergency, terrorist activities, industrial action, accident or fire.

**12. LEGAL NOTICE**

Any provision of these Terms of Engagement declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and the other provisions shall continue unaffected.

**13. PRICE PROMISE**

We aim to provide the best possible service at the best possible price. That does not mean being the cheapest, but it does mean we aim to offer the best possible value for money. We will not compromise on quality or service, but we do offer face to face meetings and we offer to supervise attestations. We guarantee to match any other genuine published "like for like" price for the services we offer, for up to 7 days after you have instructed us.

**14. YOUR RIGHT TO CANCEL**

- a) If you wish to cancel this contract **YOU MUST DO SO IN WRITING**, to be received by the Company no later than 7 days after instructing us, by post or email at: The Will Writing Company Ltd, 4 Castle Quay, Castle Boulevard, Nottingham NG7 1FW or [info@willwriting.co.uk](mailto:info@willwriting.co.uk). Please print and sign your name(s) and date the letter giving your full address and post code or complete the Cancellation Notice below.
- b) If you cancel your instructions within 7 days of signing these Terms of Engagement, we will refund any payment taken and acknowledge your cancellation within 10 working days. For this reason we will not produce your documents before the end of the cancellation period unless you expressly instruct us to do so and waive your cancellation rights.
- c) Should you give notice after the 7 day cancellation period, but before we print the draft documents, we will charge you 50% of our fee for work already carried out. Once the draft documents have been printed, irrespective of whether you choose to sign them, we will take our full fee.

**Cancellation Notice**

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

To: The Will Writing Company Ltd, 4 Castle Quay, Castle Boulevard, Nottingham NG7 1FW

Email: [info@willwriting.co.uk](mailto:info@willwriting.co.uk)

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

Signed..... Signed.....

Print Name ..... Print Name .....

Date ..... Date .....

Address.....

.....

Post Code.....

**DECLARATION AND CONSENTS**

It is important you read and understand the above terms applying to this agreement before signing it. If there is any term you do not understand, or do not wish to agree to, please discuss it with the Company before signing. Only sign and return this form if you understand, agree, accept and wish to be bound by these Terms of Engagement.

Please tick ✓ as appropriate. I/We confirm that I/We:

- Have carefully read through the information given, checked the spellings and confirmed my/our instructions. You may draft my/our documents on this basis.
- Have received a receipt for the fee paid and understand this is covered by guarantee.
- Wish our documents to be drafted urgently and wish to waive cancellation rights.
- Wish to receive draft documents by email, which is potentially unsecure or online via internet connection.
- Give consent for my/our details to be passed to the IPW to enable it to monitor compliance with its Code of Practice and to test levels of client satisfaction. A questionnaire will be provided for you to complete and return to a Freepost address, or you may complete the form online at the IPW website [www.ipw.org.uk/feedback](http://www.ipw.org.uk/feedback)
- Give consent for my/our details to be passed to any trusted third party which in the opinion of the Company offers complementary services that may be of benefit or interest to me/us.
- Consent to the Company providing important information and guidance to parties named in our documents and offer its services to them.

Signature .....  
Print Name .....  
Date of instructions .....

Signature .....  
Print Name .....



# PRICE LIST

(prices are per person and are including VAT)

## FIXED FEE PRICE LIST

All prices are per person (unless otherwise stated) and include VAT at current rates

Basic Will	£140.00
<b>Additional work</b>	
Lasting Power of Attorney (LPA)	£300.00
Registration of LPA	£100.00 (plus current OPG fee)
Advance Directive (living will)	£200.00
Flexible Life Interest Trust (FLIT)	£295.00
Life Interest in Property Trust (PPT)	£175.00
Pilot Trusts	£120.00
Severance of Tenancy (SoT)	£175.00 per property
Disabled or other Trust	£295.00
Business or Agricultural Property Trust	£295.00
Business assets trustee provisions	£175.00
Extra attestation or other visit	£ 60.00

## Property Plan

Will, LPA, PPT and SoT £1200.00 per couple  
(Including immediate registration of LPA if requested, you must pay the OPG fee)

## Premier Plan

Will, LPA, FLIT and SoT £1500.00 per couple  
(Including immediate registration of LPA if requested, you must pay the OPG fee)

## Bespoke work

Deed of Gift of Property (DoG)	£ 500.00
Leasehold property notices and fees	£ 250.00
First registration of property	£ 250.00 (plus current HMLR fee)
Deed of family variation	£ 480.00

## Family Protection Trust

Relates only to Trusts containing the family home and/or non-income producing assets. For Trusts containing properties other than the family home, or shares or other income producing assets please see the Terms of Engagement for The Family Trust Corporation Ltd.

Family Protection Trust (single)	£3,500.00
Family Protection Trust (couple)	£5,000.00

This sum includes all legal work and standard disbursements in establishing the Trust and then administering it. If the property is leasehold or unregistered additional disbursements and costs may be incurred, such additional costs will be confirmed and agreed with you before work begins. All disbursements will be shown separately on your completion statement.

## Additional fees

Additional properties in trust	£250.00 each plus current HMLR fee
Leasehold property notices and fees	PoA, approved in advance
First registration of property	£250.00 plus current HMLR fee

## DeedBANK Document storage

£35.00 per annum by Direct Debit only  
(with unlimited free amendments to existing will clauses, subject to handling charge)

Prices correct as at 04/01/2011. Subject to future alteration.  
Errors & Omissions excepted