

Terms of Engagement

(valid from 01/10/2009)

The Will Writing Company

DEFINITIONS

'Company', shall mean The Will Writing Company Limited, which also trades as Mansionhouse Trust Corporation;

'Client' shall mean you; 'you' and 'your' shall mean 'the Client';

'IPW' means the 'Institute of Professional Willwriters' the professional body of which this company is a member and operates and complies with its mandatory Code of Practice (copy available upon request).

'Will' or 'Will(s)' shall include any other document or documents provided by us that are prepared in accordance with your instructions.

PROCEDURES

1. Making your Will normally requires two appointments, firstly taking your detailed instructions and giving appropriate advice on matters relating to the preparation of them and secondly supervising the signing of them by you when they are ready. Any queries or questions will be answered and a full explanation given on the contents and terminology used in them.

COMPANY UNDERTAKINGS

2. To provide you with the best advice on matters relating to the preparation of your Will. In some cases this may mean advice to draw up other documents, or take other action, which may incur further fees and may involve work to be carried out by outside parties, such as solicitors. In such cases full details of such charges will be given to you in advance. You are under no obligation to proceed with any ancillary services offered but in some circumstances you may be asked to sign a declaration stating that you are acting against the advice given.
 - 2.1 To hold and maintain Professional Indemnity Insurance cover of £2,000,000 and Public Liability Insurance cover of £5,000,000.
 - 2.2 To retain its client files for a period of not less than six years after a client's death.
 - 2.3 To comply with the IPW Code of Practice, copies of which may be obtained free of charge from the Company or through the offices of the IPW upon request in written or audio form. Any instance of non-compliance of the Code by the Company should immediately be brought to the attention of the IPW.
 - 2.4 To provide a customer service telephone support line which shall be at standard BT rates and not a premium rate line to offer telephone support and advice for a minimum period of 20 working days after the production and despatch of the documents.

FEES AND PAYMENT

3. Before we proceed with your instructions we confirm that the fees quoted on our price list provided to you are fixed and guaranteed and valid for 30 days after the date you have signed this form. Please do not sign this form until the date you give your instructions.
 - 3.1 There will be no increase in the fee on the price list attached without your prior express consent.
 - 3.2 Our fee is due and payable with your instructions. This will be held in our client deposit account and transferred to our business account only on the production of your final documents ready for your signature.
 - 3.3 Payments may be made by cheque, credit card, debit card, or cash (subject to compliance with Money Laundering Regulations 2007).
 - 3.4 Where part of the fee paid to the Company is for services provided by an external solicitor or other external party we will receive that part from you as Agent and forward it to them. Accordingly you will receive a separate Terms of Engagement agreement from them and a separate VAT receipt for any payment made to them.
 - 3.5 Occasionally part of our fee may be paid to a third party by way of a marketing fee and similarly we may receive a fee for introducing you to a third party who provides services to you. If required, further details can be obtained upon request in writing.

TIMESCALES

4. Your final document will be ready for your signature at our office within 14 days of your complete instructions.
 - 4.1 Or alternatively, if you require a draft copy we can send a draft copy for your approval by post within 10 days of your complete instructions and have the final document available for you to sign at our office within 4 days of your approval of the draft.
 - 4.2 Or, if you require personal delivery of your final document to your home address they will be delivered to your home address on a later date mutually agreed by us.
 - 4.3 Where circumstances arise that are outside of the Company's control which result in a delay beyond this period, you will be given a full explanation and the documents produced as soon as is possible. We cannot confirm set time periods for work that is outside of our control where we have to rely on an external body or Government organisation to provide us with necessary information. This may or may not include work carried out by an external solicitor or other external party.
 - 4.4 You will be provided with a draft copy of your Will with or prior to your final copy. Any spelling error or other drafting error on our part brought to our attention by you will be rectified 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 will be reimbursed by us, not exceeding the original fee quoted by us.
 - 4.5 If we fail to meet these timescales you will be entitled to cancel the contract in writing, or at your own discretion renegotiate with us. The Company will not accept liability for any consequences arising from delay on your part or the supply of incorrect information in the first instance.

DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

5. To maintain the strictest confidentiality and not to pass on your name or details to any other organisation without your express permission. The Company is registered under the Data Protection Act 1998, and therefore all information disclosed to us will remain totally confidential and secure.
- 5.1 We may need to provide important information and guidance to parties named in your Will and/or the offer of our services but before we do you must give us your written permission to do so.

EXPRESS SERVICE

6. You may require your documents urgently and instruct us to commence drafting prior to the expiration of your cancellation period. In these circumstances you must pay our fee in full and your seven day cancellation rights end immediately we commence any drafting work for you.

ATTESTATION SERVICE (the signing and witnessing of your documents)

7. The Company offers one free Attestation Service at your home, by appointment. If we attend this appointment but cannot complete the documentation because witnesses are not present (or other reason beyond our control) then a charge will be made for any further Attestation Service at your home.
- 7.1 The Company offers a non-chargeable Attestation Service to supervise the signing and witnessing of the documents prepared by us at our offices, this is by appointment only.
- 7.2 The Company will not accept responsibility for any loss caused arising out of failure to ensure the validity of your Will where the Attestation Service has failed by reason not attributable to us and the execution not supervised by an agent of the Company. The signing of your Will (the execution) must be carried out according to the law of England and Wales in order for your Will to be valid. You are invited to utilise the Company's Attestation Service, or return your Will to the Company for checking at our expense, after execution. However the Company will be unable to ensure that the correct procedure has been followed unless you use the Attestation Service.

DOCUMENT STORAGE

8. The Company offers a document storage service through Deedbank Document Storage Limited but 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 that could necessitate a change to your Will. Your Will should be reviewed at least once 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. This list is not exhaustive.
- 8.1 You may retrieve your own documents from storage at the office of the Company free of charge, by prior appointment only, and subject to production of suitable identification. Any overdue storage payments must be settled before any documents are released.
- 8.2 You may request in writing (bearing your signature) for us to return your documents to you to a UK mainland address using Royal Mail **Recorded Delivery** postal service for a fee of five pounds (or at the cost to the Company if greater). This must be paid to us in advance, including any overdue storage payments. We will not accept any liability for any loss of documents beyond our control.
- 8.3 You may request in writing (bearing your signature) for us to return your documents to you by Royal Mail **Special Delivery** postal service in the UK (or to an overseas address) for a fee of ten pounds (or at the cost to the Company if greater). This must be paid to us in advance, including any overdue storage payments. We will not accept any liability for any loss of documents beyond our control.
- 8.4 For an Executor or other authorised Personal Representative to retrieve documents from storage we will follow the above procedure but will also require proof of identity, confirmation of your death and a signed indemnity form/receipt from your Personal Representative.
- 8.5 Clients with a storage account may amend the Will from time to time free of legal charge (amending is limited to altering existing clauses but not to incorporating additional clauses). There will be a postage and handling fee which is currently £9.50 per person (and may be varied from time to time to reflect increased postage and materials cost). There will be no charge at all if you collect your documents from our office by prior appointment.

RIGHT NOT TO ACT

9. The Company reserves the right to refuse to process some or all of the legal documentation for you at its absolute discretion. If we do decline to act or decline to prepare a specific document then we will say so in writing and no fee will be payable. Any fee paid will be refunded immediately and you may cancel the transaction.

YOUR OBLIGATIONS ARE

10. In order for the Company to provide accurate advice and to produce an effective legal document you are required to disclose all relevant facts and answers to all questions asked. The Company shall not accept any liability in respect of information which was not disclosed, and therefore not documented by the person taking your instructions which comes to light at a later date as being of relevance and which may affect the validity or content of your Will, or advice given. You confirm that you will check the instructions for correct spelling and accuracy before you sign the Company instruction form or this Terms of Engagement.
- 10.1 To read through the copy Will, and other documents provided to you, 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 them are correct.
- 10.2 It is your responsibility to return any documents requiring amendment to the Company within five working days of receipt. If you fail to return the documents to the Company, the Company shall accept no liability for any error or omission on them.
- 10.3 To notify the Company if you do not receive your draft Will within 14 working days of the date of your receipt unless otherwise agreed by you.
- 10.4 If you need to send us your property title deeds you must deliver them personally to our Company head office, or alternatively we recommend you use an insured carrier at your own expense. The Company will not accept any liability for loss in transit. The Company will confirm safe receipt of your title deeds once delivered but not the completeness or content of them.
- 10.5 To pay the agreed fee in full on the date you give your instructions to us. Such fee will be held on deposit in a client account until your final documents are printed and ready for your signature (subject to credit agreement as applicable).

Price List

(prices are per person and are including VAT)

Will – Standard	£105.75
Lasting Power of Attorney PA (LPA PA)	£211.50
Lasting Power of Attorney PW (LPA PW)	£211.50
Lasting Power of Attorney Registration	£ 88.00* * Does not include OPG fee

Additions:

Will Trust - Flexible Life Interest Trust (FLIT)	£352.50
- Other Discretionary Trust	£352.50
Business Will trustee clauses	£117.50
Life Interest in property (PPT)	£117.50
Express Service	FREE

Premier Plan £540.50 Including registration of LPA Forms (if required)*

Will, LPA PA, Flexible Will Trust (FLIT) and SoT

Property Plan £434.75 Including registration of LPA Forms (if required)*

Will, LPA PA, Life Interest in property (PPT), and SoT

Lifetime Account Plus (LAP) £ 99.00 per person Including registration of LPA Forms (if required)*
(and £9.00 per month Membership)

With the exception of The Family Trust this includes all Will Writing services, free storage, free updates to documents provided by us (including additional Will trusts as required) and Probate Services at 1% or 1.5% (depending on size of estate, see separate terms and conditions)

The Family Trust	Single	£2500.00 including Land Registry Fee and Disbursements as applicable
	Couple	£3500.00 including Land Registry Fee and Disbursements as applicable

Where a property is unregistered or leasehold there may be an additional fee. Such additional fee will be notified to you in writing. You may cancel the transaction within 7 days, in writing, if the fee is not acceptable.

Severance of Tenancy £188.00 (per property)

Deed of Gift price on application

Extra Attestation Home Visit Service £58.75 (per additional visit)

(or other additional home visit)

deedBANK Storage: £35.00 per annum (by Direct Debit only).

Prices correct as at 01/10/2009. These prices remain valid until replaced by a later dated publication and may be replaced without notice.
(Exceptions & Omissions excepted)

Please tick ✓ as appropriate

- I/we give consent for my/our details to be passed to the IPW to enable them to monitor compliance with their Code of Practice and to test levels of client satisfaction. A questionnaire is provided for completion. You can either return the completed form by using the Freepost address on the form, or, alternatively, go to the IPW website www.ipw.org.uk/feedback and complete the form on line.
- I/we give consent for my/our details to be passed to any third party who in the opinion of the Company offer complimentary services that may be of benefit to me/us.
- I/we consent to the Company to provide important information and guidance to parties named in my/our Will and/or the offer of its services.

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 The Will Writing Company before signing. Only sign this form if you wish to be bound by these Terms of Engagement.

Print Name

Print Name

Signed

Signed

Date