

TERMS OF BUSINESS (version 1.4 Valid from 1st September 2019)

The purpose of this document is to explain exactly what you can expect from The Will Partnership L.L.P. and 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 The Will Partnership L.L.P.
- The 'Client' shall mean anyone instructing the Company for the provision of Will Writing Services
- The 'Society' shall mean The Society of Will Writers and Estate Planning Practitioners
- "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
- "Documents" shall mean Wills, powers of attorney or other legal document produced as part of the Will Writing Services

1. Our Services and Fees

Drafting

Will(s)

To ensure a person's wishes are carried out in the event of their death and to protect their family.

Fee £140 + V.A.T. and the 1st year Document Care Membership Fee of £26 + V.A.T.

Lasting Power of Attorney (Property and Affairs)

This valuable document allows a client to appoint an attorney or attorneys to act on their behalf regarding some or all of their affairs should they be living but unable, incapable or reluctant to do so themselves.

Fee £162 + V.A.T. and the annual Document Care Service Fee of £26 + V.A.T.



Lasting Power of Attorney (Personal Welfare)

Became available in October 2007 and allows you to specify things like what medical treatment you wish or do not wish to receive in certain circumstances but appointing an attorney to act upon your behalf.

Fee £162 + V.A.T. and the 1st year Document Care membership Fee of £26 + V.A.T.

General Power of Attorney

Although a Lasting Power of Attorney has many advantages it does need to be registered before it can be used. The advantage with a General Power of Attorney is that it can be used immediately after signing without registration but unlike a Lasting Power of Attorney it cannot be used after a person has become or is becoming mentally incapable therefore in the majority of cases clients are advised to own both a Lasting Power and a General Power of Attorney.

Fee £79 + V.A.T. and the 1st year Document Care membership Fee of £12 + V.A.T.

Mutual Severance of Joint Tenancy

This service may enable a client to reduce or eliminate a potential inheritance liability and/or partially protect a child's inheritance should a partner remarry after the death of the other.

Fee £210 + V.A.T. and the 1st year Document Care membership Fee of £15 + V.A.T. Only if the property is not registered with the Land Registry.

Personal Exclusion Forms

Where a person may make a claim under the Inheritance (provision for Family and Dependents) Act 1975 as subsequently amended, a Personal Exclusion Form makes it known why the deceased left them out of their Will. It does not necessarily mean that a claim will fail but it sets out the deceased's wishes clearly.

Fee £58 + V.A.T. and the 1st year Document Care membership Fee of £4.50 + V.A.T.

Will Trusts - To take effect on death:

Children's Trusts

You may wish a beneficiary to inherit later in life than is usual.

Right of Residence Trust

To retain the property after the client's death to provide a residence for a beneficiary.

Life Interest Trust

For a variety of reasons you may wish to exercise control over a legacy for a beneficiary or even wish for the legacy to benefit a further beneficiary after the death of the primary beneficiary.

Protected Property Trust [P.P.T.]

This protects the property after the 1st death for the survivor but at the same time depending on the conditions of the trust it can protect the capital for beneficiaries such as children after the survivor dies.

NRB Discretionary Trust

This ring fences assets up to the Inheritance Tax Nil Rate Band [IHTNRB].

Discretionary Trust

Perpetuates assets down from one generation to another.

Disabled Discretionary Trust

Mentally disabled beneficiaries are not always capable of making sound financial decisions for themselves and need a trust with appointed trustees to act upon their behalf.

Flexible Life Interest Trust (FLIT)

This trust combines a life interest for the survivor which means no IHT on 1st death regarding trust assets and a discretionary trust on 2nd death giving flexibility to more than one class of beneficiary.

Fee £195 + V.A.T. and the 1st year Document Care membership Fee of £15 + V.A.T. per person for each trust.

Inclusion of a Trustee and/or Executor Exemption Clause within Testamentary and/or Trust Documents

If you instruct the company to draft your Will or create a Trust within your Will or any other Trust document including a Lifetime Trust this may contain standard administrative clauses which enable the trustees or executors to invest and manage the Trust Fund in the best interests of the beneficiaries. These powers may include a provision which exonerates the trustees or executors from the consequences of their actions and may be similarly worded as follows:

'No trustee shall be liable for any loss to the Trust Fund however arising except as a result of the fraud or dishonesty of the trustee or, in the case of a professional trustee entitled to charge for his services as a trustee, for the negligence of such trustee.'

This provision does not exclude the statutory duty of care owed by a trustee but it will have the effect of limiting the liability of the trustees or executors for the consequences of a breach of this duty in cases other than where there is fraud or dishonesty, or negligence in the case of a professional trustee and therefore we are required to bring this to your attention.

Attestation Service

The 1st attestation meeting arranged is free but for 2nd and subsequent attestation meetings we may charge a fee. Fee £100 + V.A.T.

2. Procedures

- a) The company usually operates a three meetings system for new clients either in person or via online conferencing.
- b) The first meeting is to discuss your situation and requirements, if any and appropriate advice given on matters relating Will Writing Services.
- c) At the second meeting if you decide to proceed with any of our products or services your detailed instructions will be taken.
- d) Meeting three is to present and explain the contents and terminology used in your documents and be present to when you and your witnesses sign your documents. For updates to your documents a combination of telephone, email and postal service is in effect.

3. 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. All of our products and services are offered with the inclusion of our Document Care Service as we feel this is the best advice and in the unlikely event you decline its inclusion we regret we will not be able to accept you as a client for any of our products or 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 executable documents if drafts are NOT supplied - 14 working days

- d) However where circumstances occur, including those which are beyond the company'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.
- e) Maintain the strictest confidentiality and not to pass on your details to any other organization without your express written permission unless legally required to do so and shall comply with all legislation in force relating to data protection.
- f) Offer an attestation service that supervises the signing and witnessing of your Documents at your home although only the first attestation meeting arranged is free. 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.
- g) 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 itemized bill will be produced for any charge falling due under this term. (see section c, Your rights to cancel)
- h) 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. 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 existing documents. Any Will should be reviewed annually 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) 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.

4. Notice of the Right to Cancel

- a) The Customer has the right to cancel the Contract within the Cancellation Period as determined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- b) The Seller is The Will Partnership L.L.P.
- c) For the purposes of this Cancellation Notice, the Reference Number to be quoted in all communications is: As detailed on the Customers invoice/receipt.
- d) The Customer has the right to cancel the Contract within 14 Calendar Days of receipt of this notice (the "Cancellation Period").
- e) The Customer may be required to pay for Services provided if provision of the Services has commenced with the Customer's written agreement prior to the end of the Cancellation Period.

- f) In the event that the Customer chooses to exercise their right to cancel within the Cancellation Period, the Cancellation Form attached to these Terms and Conditions as Schedule 1 should be completed in full and returned to the Seller at the address provided in Schedule 1 below.
- g) Cancellation Notices must be sent to the Seller at the following addresses:
- h) A Cancellation Notice sent by post or delivered by hand must be sent to: The Will Partnership L.L.P., P.O. Box 272, Peterborough, PE1 2WZ; and
- i) A Cancellation Notice sent by email must be sent to: admin@willpartnership.co.uk
- j) Cancellation Notices shall be deemed served upon the Seller:
- k) In the case of a Cancellation Notice sent by post, at the time of posting; and
- l) In the case of a Cancellation Notice sent electronically, on the day it is sent.
- m) Use of the Cancellation Form is optional; however all Cancellation Notices, in whatever format, must be in writing and must contain all information included in Schedule 1.

5. 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 Documents provided, to ensure that they correctly reflect your wishes and that the names and addresses of the persons mentioned in your documents are correct and if your documents do not meet with your requirements in this way to notify the company within 14 day of receipt.
- c) To return your signed and witnessed documents 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 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 Documents within two weeks of the second meeting, unless otherwise agreed and to notify the company if you do not receive your copy documents within 4 weeks of the third meeting provided you signed and had your documents witnessed at this time and dispatched them to the company's office.
- e) To pay the fee due for the provision of Will Writing Services in full and upon instructing us to prepare documents on your behalf. We accept all major credit or debit cards and the annual payment for the Document Care Service by standing order.
- 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 documents.

6. 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. Newland House, The Point, Weaver Road, Lincoln, LN6 3QN
- 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 and is also available online at www.willwriters.com/satisfactionsurvey.html.

7. Legal Notices

- a) Force Majeure - The company shall not have any liability whatsoever or be deemed to be in default for any delays or failure in performance under these terms of business 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, accident or fire.
- b) Any provision of these terms of business which is 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 of these terms of business shall continue unaffected.
- c) The terms of this agreement are governed by English laws and any dispute shall be resolved within the jurisdiction of the courts of England and Wales.
- d) Prices correct as at 1st September 2019. Subject to future alteration. Errors and omissions excepted.

Please read the above terms carefully and ensure you understand them before signing on the declaration page in our Client Instruction Form.

SCHEDULE 1

Cancellation Notice

This Cancellation Notice is set out in the form required by Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you wish to cancel the contract you **MUST DO SO IN A CLEAR STATEMENT** and deliver personally or send (which may be by electronic mail) this to the Company at their address below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**)

To: The Will Partnership L.L.P.
L.L.P., P.O. Box 272,
Peterborough, PE1 2WZ. or
email: admin@willpartnership.co.uk

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

Ref: _____ (can be found on your receipt/invoice)

Date Contract Commenced: _____

Signed

Date:

Name and address