

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 Beneficial Trust & Will Company & Its Associate Consultants.
- 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. Procedures

- (a) On the initial appointment your detailed instructions will be taken and appropriate advice given on matters relating to Will Writing Services. Any queries or questions will be answered and a full explanation should be given on the contents and terminology used in the drafting of your Documents.

2. 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) Dispatch your finished Documents by first class post within 14 to 21 working days of taking your initial instructions. Where circumstances occur which are outside of the Company's control which will result in a delay beyond this period you will be given a full written explanation and the opportunity to renegotiate the contract or cancel the agreement with a full refund being provided on cleared funds. If you decide to proceed the Documents will be produced as soon as is possible and, in any event, the Company shall produce and dispatch the draft Documents to you within 30 days of having taken the initial instruction providing outside influences allow this.
- 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.
- e) 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 invoice will be produced for any charge falling due under this term.
- f) Hold any money received from a Client in advance of the preparation of your Documents in a separate client account until the Will Writing Services have been carried out in accordance with your instructions.
- g) Offer a **chargeable attestation service** that supervises the signing and witnessing of your Documents at your home. 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 or an associate 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) 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.

BENEFICIAL TRUST & WILL COMPANY

3. Your Obligations are:

- a) To **fully** 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 any finished 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 any finished or 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 finished Documents within two/four 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 or that of our agent or associates invoice.
- f) If you are having the attestation service, you should arrange for the two independent 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. Eagle House, Exchange Road, Lincoln, LN6 3JZ
- c) The Company complies with the Society's Code of Practice of which a copy is available upon request.

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: _____ (1stTestator) Print Name: _____

Signed: _____ (2ndTestator) Print Name: _____

Dated: _____

Signed: _____ associate of BTWC Ltd
On behalf of the Company