



THE SOCIETY OF WILL WRITERS

Terms of Business

LOUISE SMITH WILLS



Terms and Conditions of Business

The following standard terms of business apply to all instructions accepted by Louise Smith Wills ('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.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following terms shall have the following meanings:

"Calendar Day"	means any day of the year;
"Cancellation Form"	means the form attached to these Terms and Conditions as Schedule 1;
"Cancellation Notice"	means the notice attached to these Terms and Conditions as Schedule 1 or such other written document containing the same information, produced by the Customer;
"Contract"	means the contract for the purchase and sale of the Services under these Terms and Conditions;
"Client"	means the individual purchasing the Services from the Company who shall be identified in the Order;
"Order"	means the Client's completed order for the purchase and provision of Services;
"Payment Information"	means all information required to take the required payments from the Customer and includes, but is not limited to, credit/debit card details and residential address details;
"Sales Literature"	means any and all brochures, catalogues, leaflets, price lists and other documents providing details of Services available and pricing information for those services;

“Services”

means the services which the Company is to provide in accordance with these Terms and Conditions, any specific terms which apply only to those services, and as specified in the Order.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and the Schedule as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 1.2.5 a Clause, Section or paragraph is a reference to a Section of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.

2. Procedures

- 2.1 On the initial appointment and any subsequent appointment the Client’s 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 the Client’s documents.

3. The Company undertakes to:

- 3.1 Comply with the Client’s instructions with reasonable skill, care and expedition appropriate to their needs.
- 3.2 Provide the Client 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 the Client in advance and they are under no obligation to proceed with any ancillary services offered. However, in some circumstances the Client may be asked to sign a declaration stating that they are acting against the advice given.
- 3.3 Comply with the Client’s instructions using all due skill, care and expedition appropriate to their needs.

3.4 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.

3.4.1 Dispatch of Draft documents – 7 days

3.4.2 Dispatch of executable documents AFTER drafts are approved – 7 days

3.4.3 Dispatch of executable documents if drafts are NOT supplied – 7 days

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.

3.5 Maintain the strictest confidentiality and not pass on the Client's details to any other organisation without their express written permission unless legally required to do so, and comply with all legislation in force relating to data protection.

3.6 Offer an attestation service to supervise the signing and witnessing of the Client's documents at their home or such other place as agreed. The Company will not take responsibility for ensuring the validity of the Client's documents where the attestation service has not been taken up by the Client and the execution is not supervised by an agent of the Company, although in these circumstances all documents will be supplied with full written instructions of how these should be completed. The signing of the Client's documents must be carried out according to the law of England and Wales in order to be valid.

3.7 Refund any money paid in respect of the preparation of the Client's documents should the Client change their mind within 14 days from the date of providing instructions, subject to the provisions of clauses 4 ('Notice of the Right to Cancel') and 5 ('Refunds') below. After the expiration of this period the Company reserves the right to charge the Client for the advice given and for any work already carried out on their behalf and in accordance with their instructions. An itemised bill will be produced for any charge falling due under this term.

3.8 Where the Company offers a will storage service, the Company does not accept any liability or obligation to advise the Client of any changes in legislation or taxation which may affect them either directly or indirectly and may necessitate a review of his/her documents. Any Will should be reviewed every three years and on the occasion of any material change in circumstances, such as divorce, marriage, the birth of children, the death of close family members or the inheritance of a large sum of money.

3.9 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

4.1 The Client has the right to cancel the Contract within the Cancellation Period as determined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.2 The Seller is Louise Smith Wills.

- 4.3 For the purposes of this Cancellation Notice, the reference to be quoted in all communications is the Client's full name.
- 4.4 The Client has the right to cancel the Contract within 14 Calendar Days of receipt of this notice (the "Cancellation Period").
- 4.5 The Client may be required to pay for Services provided if provision of the Services has commenced with the Client's written agreement prior to the end of the Cancellation Period.
- 4.6 In the event that the Client 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 sub-Clause 4.7.1 below.
- 4.7 Cancellation Notices must be sent to the Seller at either of the following addresses:
 - 4.7.1 A Cancellation Notice sent by post or delivered by hand must be sent to: Louise Smith Wills, 26 Lavers Rd, London N16 0DT;
 - 4.7.2 A Cancellation Notice sent by email must be sent to louise@louisesmithwills.co.uk
- 4.8 Cancellation Notices shall be deemed served upon the Seller:
 - 4.8.1 In the case of a Cancellation Notice sent by post, at the time of posting; and
 - 4.8.2 In the case of a Cancellation Notice sent electronically, on the day it is sent.
- 4.9 Use of the Cancellation Form is optional; however notice of cancellation in whatever format must be in writing and must contain all information included in Schedule 1.

5. Refunds

- 5.1 If the Client chooses to exercise the Right to Cancel in accordance with Clause 4 above, the provisions of this Clause 5 shall apply in determining any refund to which the Client may be entitled.
- 5.2 The Client must inform the Seller of their exercise of the Right to Cancel within the period required by Clause 4.
- 5.3 If the provision of Services has commenced, at the Client's written request, prior to the giving of notice by the Client and the end of the Cancellation Period, the Seller shall remain entitled to any monies constituting the value of such Services.
 - 5.3.1 Where the Client has already made payment to the Seller, any refund issued shall be less the relevant sum determined under sub-Clause 5.3.
 - 5.3.2 Where the Client is yet to make payment to the Seller, the sum due from the Client shall be adjusted accordingly.
 - 5.3.3 The Seller will inform the Client in writing of the relevant calculations involved in determining sums deductible or payable under this Clause 5.
- 5.4 If the provision of Services has commenced prior to the giving of notice by the Client and the end of the Cancellation Period without the Client's written request, the Seller shall not be entitled to any monies constituting the value of such Services.
- 5.5 If the Client requires their documents urgently and instructs the Company to

commence work prior to the expiration of the cancellation period the Client can agree to waive their rights under the Regulations by signing a waiver agreement. This will mean that they will be required to pay for any work completed should they decide to reinstate their right to cancel within the 14 days. This should be provided in writing.

6. **Liability**

- 6.1 If the Company fails to perform the Services with care and skill it shall carry out remedial action at no extra cost to the Client.
- 6.2 The Company shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any cause beyond the Company's reasonable control or where the Client has failed to meet their obligations under Clause 8 below.

7. **The Client's Obligations are:**

- 7.1 To disclose all relevant facts and answers to all the questions asked to allow the Company to provide accurate advice and 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 instructions, and which comes to light at a later date as being of relevance and which may affect the validity or content of the client's documents or advice given.
- 7.2 To read through the draft document(s) provided; to confirm that they correctly reflect the client's wishes as to the distribution of their estate and that the names and addresses of the persons mentioned in the document(s) are correct; to supply any missing data.
- 7.3 To return the document(s) together with any amendments to the Company as soon as possible. If the Client fails fail to do so within a reasonable time, the Company shall accept no liability for the draft document(s) and shall not be responsible for any delay or liable for any loss consequent upon the Client's failure to comply.
- 7.4 To notify the Company if the draft document(s) is not received in accordance with the timescale provided in Clause 3.4 above, unless otherwise agreed.
- 7.5 To pay the fee due for the provision of Will Writing Services in full and in accordance with the terms of the Company's invoice.
- 7.6 To arrange for witnesses to be present at the time of the execution of their Will.

8. **Client Care**

- 8.1 The Company is committed to providing the Client with a high quality service. An essential part of that service is that the Company will communicate effectively with the Client so that they are kept informed of progress.
- 8.2 The Company has a complaints procedure to which any complaint should first of all be addressed. If the matter is unable to be resolved to the Client's satisfaction, the Client may refer it, in writing, to the Complaints Department, The Society of Will Writers. Chancery House, Whisby Way Lincoln, LN6 3TQ.
- 8.3 The Company complies with the Society's Code of Practice of which a copy is available upon request.

8.4 A customer satisfaction survey is available from your consultant upon request. The survey is also available online at www.willwriters.com/satisfactionsurvey.html.

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 Testator 1: _____

Print Name: _____

Signed Testator 2: _____

Print Name: _____

Dated: _____

Signed: _____
On behalf of the Company

Dated: _____

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: [company] or [email]

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

Ref: _____

Date Contract Commenced: _____

Consultants Name: _____

Signed

Name and Address

Date

