



Terms of Business

Wills Made Simple (WMS)

The following standard terms of business apply to all instructions accepted by WMS.

1. General:

All work carried out in the provision of **the Will Writing Service** is subject to these terms except where changes are expressly agreed in writing. These terms form the basis of the contract between WMS and **YOU**.

2. Definitions:

- "WMS" means Andrew Spinelli trading as Wills Made Simple
- "YOU" means you (the Client) instructing WMS to provide the Will Writing Service.
- "The Society" means The Society of Will Writers and Estate Planning Practitioners.
- "The Will Writing Service" means the provision of Wills, Living Wills, Notices of Severance, Probate Advice and other services of a legal nature undertaken for You at your request. It shall also mean inheritance tax advice and other tax planning advice in connection with the preparation of Wills.
- "Documents" means Wills and any other legal document produced as part of the Will Writing Service.

3. Procedures:

On the initial appointment your detailed instructions will be taken and appropriate advice given on matters relating to the Will Writing Service. WMS will endeavour to explain fully to YOU the structure and terminology to be used in the drafting of your documents and to deal with any immediate queries or questions. A forecast of the likely charges for Will Writing Service will also be given, which WMS will confirm in writing within 7 days if instructed by YOU to proceed.

4. WMS undertakes to:

- (a) Carry out your instructions with reasonable skill, care and expedition appropriate to your needs.
- (b) Provide you with the best practicable advice on matters relating to your needs. In some cases, this may mean advice to draw up other documents, or to 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. If you decline to accept advice given by WMS YOU may be asked to sign a suitable declaration that you are proceeding against the advice which has been given.
- (c) Save where there are circumstances outside the control of WMS, or YOU have not fully confirmed all matters relating to your instructions, send a draft of your Documents to YOU within 14 days of receiving your authority to proceed. The cause of any delays will be fully explained to YOU in writing by WMS and if not satisfied YOU may cancel this contract and a refund of any advance fees paid will be made to YOU.
- (d) Maintain the strictest confidentiality and not to pass on your details to any other organisation without your express written permission (unless under legal compulsion) and to comply with all legislation in force relating to data protection.
- (e) Provide full written instructions on how your Will or other documents need to be completed in terms of the signature and witnessing formalities. The Will Writing Service does however include an attestation service for the signature and witnessing of your Documents at home to be supervised and YOU are strongly recommended to opt for this attestation service.

(f) If YOU change your mind within 7 days of taking your instructions WMS will refund any advance fees paid (unless you have signed an authority to proceed within the cancellation period). If YOU change your mind after 7 days then WMS reserves the right to charge for advice given and time spent on your matter and will produce an itemised bill for any such charges.

(g) Whether or not a will storage service is provided WMS is under no obligation to monitor changes in the tax regime, legislation, other law or practice for their impact on your completed Will. YOU are strongly recommended to review your Will at regular intervals (and upon any major change in your personal circumstances) so that its efficacy can be considered and any changes catered for.

5. Notice of Right to Cancel

(a) In many cases, the contract between YOU and WMS will be made in such a way that it is within the scope of the **Cancellation of Contracts made in a Consumer's Home or Place of Work etc., Regulations 2008** ["the Regulations"] and WMS will abide by the Regulations. Where the Regulations apply you will have a right to cancel the contract within 7 days ("the cancellation period") starting from the date you are issued with a notice of your right to cancel.

(b) WMS will issue you with a separate written notice of that right to cancel where it applies.

(c) If you wish YOU can authorise WMS to proceed and commence delivery of the Will Writing Service prior to the expiry of the cancellation period. Any such authority will be in writing and must be signed by YOU.

6. Your Obligations

(a) YOU agree to provide accurate information to WMS as to your personal, family and financial circumstances in the knowledge that the giving of false information or suppression of facts or omission of relevant information will undermine the basis of the advice given to YOU.

(b) YOU agree to read through the draft Documents prepared for YOU, to seek an explanation or further explanation of any matters you do not fully understand, and to check that all names, addresses, items of property, amounts and shares in your estate are accurately stated.

(c) YOU agree to respond promptly to any reasonable request for instructions required in order to finalise your Documents and understand that if you fail to do so WMS may discontinue the Will Writing Service and will not in any event be responsible for the consequences of any delays due to your failure to give the instructions needed.

7. Client Care

WMS is committed to providing YOU with a high quality service tailored to your needs and to treating YOU fairly. WMS will comply with the Society's Code of Practice and Client Charter and will endeavour to put matters right if you are dissatisfied with any aspect of the Will Writing Service. If you have a complaint WMS will provide details of its complaints service and also the procedures available for you to complain to the Society if your complaint cannot be resolved by WMS directly. Copies of the Code of Practice and Client Charter are available free upon request.

I/We accept these terms and conditions of business and acknowledge that I/We have received a copy of them

Signed _____ Date: 2013