



Wills-Made-Simple.com

Terms & Conditions

1. The will drafting service ("the service") is not designed as a service to be supplied to users via this website. The website is solely a source of information and a reference point on the service and it is accordingly considered to be largely outside the EU Distance Selling Directive.
2. No agreement to supply the service will be entered into before a personal meeting with the client/customer(s) concerned ("the first appointment") has taken place.
3. The price payable ("fee estimate") for the service will be confirmed either at the conclusion of the first appointment or as soon as possible thereafter.
4. A payment on account may be requested (typically 50% of the fee estimate) for the service and as a precondition of work on the preparation of the will being started. If the payment on account is not made within 21 days then the agreement to provide the service will lapse automatically.
5. The client/customer is free at any time to change his or her mind about the proposed contents of the will. By way of example, this may be by way of changing who are to be the nominated executors, adding details of beneficiaries' names or changing the amounts of legacies (cash gifts). For relatively small alterations, such as these, the fee estimate is unlikely to be affected. If however, the alteration(s) in the proposed will are considered to be a significant departure from the original wishes of the client/customer, then he or she will be informed of the revised fee estimate for any additional work involved.
6. The client/customer will be free to accept or decline the revised fee estimate as he or she wishes. If declined, the agreement will lapse automatically with the same consequences as apply under condition 9 below.
7. If information or instructions which are necessary to complete the preparation of the will are not forthcoming from the client/customer or the client/customer unreasonably delays in providing such information or instructions then the right is reserved to cancel the agreement.
8. Similarly, if the client/customer fails to cooperate in settling arrangements for the signature and witnessing formalities of the will to be undertaken, again the right is reserved to cancel the agreement as before.
9. If the service is cancelled then the client/customer will be notified by pre-paid first class mail. Any payment on account received will be set off against charges incurred in the preparation of the draft will.
10. The fee (or balance thereof where a payment on account has been made) is due and payable on completion of the will by its signature and witnessing formalities being undertaken, when a final invoice will be handed to the client/customer(s).
11. Unless specifically notified in writing in the fee estimate, all payments under this agreement do not attract VAT. Whilst an invoice will be presented to the client/customer for payment this will not be a "tax invoice" for VAT purposes. Only if the fee estimate has expressly included provision for VAT to be chargeable then an invoice payable by the client/customer(s) will be supplied and VAT shall be payable thereon at the same rate and in the same manner for the time being prescribed by law against submission of a valid VAT tax invoice.

12. All information supplied by the client/customer, whether purely of a personal nature or relating to his property, affairs and financial circumstances shall be treated as confidential and no part of that information shall be divulged to any person except as required under legal compulsion to (a) an officer of HMRC, (b) a court of competent jurisdiction, (c) a governmental body or applicable regulatory authority and (d) any other persons or bodies having a right duty or obligation to be informed of the same.

13. If the client/customer does not settle the invoice (or unpaid balance thereof) within 30 days then interest shall be charged thereon at the rate of 4% above the base lending rate of HSBC Bank calculated from the date of the invoice up to and including the date of actual payment, whether before or after judgment.