



Terms of Business

It is important that you are fully informed about how your instructions will be handled by The Will Guys Ltd herein referred to as "the Company". This page sets out the Company's Terms and Conditions of Business. Please read this entire document carefully and keep it in a safe place for your future reference.

We reserve the right to make amendments to these Terms of Business. We will let you know of any changes should they affect your current matter. Copies of the Company's amended Terms and Conditions of Business will be available upon request.

By proceeding with your instructions constitutes acceptance of these Terms and Conditions of Business. It is the Company's policy that we are unable to commence work on your behalf until these Terms and Conditions of Business have been accepted and the relevant fees agreed. By signing the Client Agreement you are deemed to have read, understood and accepted the Company's Terms of Business in their entirety except where they have been varied in writing with our agreement. If you pay for any products that you have ordered, after we have sent to you a copy of these Terms, it shall be deemed that such terms have been accepted in their entirety.

1. Service we provide

- 1.1 We will prepare all legal documentation in accordance with the instructions provided to the Company and submitted to us electronically or on paper.
- 1.2 An Order Summary, detailing the basic information to be contained within your legal documents (such as names, addresses, relationships etc.) will be sent electronically to you for checking, immediately upon receipt of the order and payment. The Order Summary will specify the date we will begin to process your documents, whether or not we have received confirmation from you that the details contained within your Order Summary are correct.

2. What you will receive

- 2.1 Your engrossed legal documents.
- 2.2 A set of instructions on how to execute the legal documents received.
- 2.3 Confirmation of receipt of your order.

3. Joint Instructions

- 3.1 These rules apply in areas where instructions have been taken jointly from more than one client in a meeting regarding more than one Will/legal document.
- 3.2 We confirm that we requested that "the Company" act for both of us.
- 3.3 We understand that no information received in connection with the matter from one can be treated as confidential so far as any of the others are concerned.
- 3.4 We confirm that there was no conflict which remained unresolved and prevented "the Company" from being able to act for both, or all of us.
- 3.5 Where we accept instructions from joint clients (for example, to draft mirror Wills), we do so on the basis that we act for you jointly and are free to share information relevant to the matter with all instructing parties.
- 3.6 If a conflict of interest subsequently arises between you, or if instructions are given that diverge from your joint interests, we will generally be unable to continue acting for you jointly. However, "the Company" may continue to act for both or all parties provided we obtain explicit mutual consent from everyone involved. In such an event, to ensure independent advice and maintain confidentiality, each party will be assigned a different, dedicated adviser within "the Company."

4. What we do not provide

- 4.1 Will(s)/Trust(s) or other legal documents if your circumstances change. The following are examples of changes in your circumstances: life events of either yourself/spouse/civil partner/partner and/or your beneficiaries where we would recommend that you consider contacting us, such as:
- 4.1.1 The death of either a Trustee or a Beneficiary.
 - 4.1.2 Any future inheritances which are to be received by the Settlor, beneficiaries, or the Trusts.
 - 4.1.3 The imminent retirement of any Trustees.
 - 4.1.4 A significant change in state of health or the entrance into long term care of any Trustee.
 - 4.1.5 The birth or adoption of a child, grandchild or remoter issue of either Settlor.
 - 4.1.6 Any separation, divorce or marriage.
 - 4.1.7 The financial performance of any investments in the Trust concerns you.
 - 4.1.8 The financial circumstances of the Trustees or any beneficiaries alters.

This list is not exhaustive but if you have any doubts on how a change of circumstances may affect your legal documents, please contact The Will Guys Ltd.

5. The cost to you

The cost to you will be detailed by The Will Guys Ltd at the point of sale. A receipt will be provided to you at the point of sale. In addition to the costs detailed on the receipt, there may be disbursement costs and other expenses. It shall be your responsibility to settle all the legal costs, disbursements and expenses that we incur throughout your matter. Where we are instructed by more than one person or legal entity to represent their joint interests, those instructions are considered to be joint and several and thus we reserve the right to look to either party for settlement of any outstanding costs, disbursement and expenses.

6. Payment

- 6.1 Payment is by debit, or credit card or bank transfer.

7. Rights of Cancellation

- 7.1 You have a right to cancel this agreement with us provided you do so in writing, including electronic mail, to reach us within 14 Calendar days of receipt of payment.

It will have been explained to you at the point of sale that you could either:

Instruct us to proceed immediately in which case you would not be able to cancel this agreement if we had started work.

- a. Please Note: This does not affect your statutory right to cancel however, you may be required to pay for goods or services supplied, if the performance of the contract had begun with your written agreement, before the end of the cancellation period.
- b. Take no action for 14 calendar days after receipt of payment, the Terms of Business and the Right to Cancel Forms, provided to you. We would then proceed to prepare your Will(s), or other legal documents and you would no longer be able to cancel the contract.
- c. You will have been informed that should you elect to wait until the statutory 14 days have elapsed and you were not to survive this period, then there would be no recourse for any claim to be made against The Will Guys Ltd by your estate/ survivors/intended Beneficiaries, as a result of your having chosen this option.

8. After sales

If we have made an error in the drafting of your legal documents, or you require changes to be made you should contact us immediately upon receipt. We will then correct any errors or make any cosmetic amendments. Please feel free to contact us with any questions you might have.

9. Identification Requirements and Money Laundering

We may be required by law to obtain satisfactory evidence of the identity of our clients and/or any third parties involved in your instructions. To comply with the law, we may need to obtain proof of your identity, depending on the nature of the work we are carrying out on your behalf, as soon as possible.

Please note, the identification requirements adhered to herein may vary depending on the individual circumstances of each case. We therefore reserve the right to request further documentation should we deem it appropriate in order to satisfy the Money Laundering Regulations 2007 and any other such governing regulations and/or legislation.

10. Confidentiality and Data protection

- 10.1 Your contact details and relevant personal information will be obtained to ensure that your documentation which you have asked us to provide is completed correctly and accurately. For more information, please read our "Privacy Statement" at www.thewillguys.co.uk or request a copy by writing to our Office address below.
- 10.2 Generally speaking, all information supplied to us by you shall be treated as confidential at all times, unless we are required to disclose and/or discuss your information upon your instructions (implicit or actual), by an Order of the Court, under current legislation, updated legal and/or regulatory compliance or by way of any other statutory exceptions. Your personal information is stored by us in accordance with the General Data Protection Regulations (GDPR).
- 10.3 Our use of such information is subject to your instructions, the DPA 1998 and our duty of confidentiality. You have a right of access under the GDPR legislation to the information we hold about you.
- 10.4 It may be necessary for the successful and efficient conclusion of your matter for us to occasionally disclose your personal information that you have provided us to third parties who are involved with completing your instructions. Our Company may be subject to audit or quality checks from time to time by outside organisations and your information may also be passed to Authorities in the event of any disclosures. Your acceptance of these Terms shall be treated as appropriate authority for us to pass on such details unless we hear to the contrary in writing beforehand. All external organisations are required to maintain confidentiality in relation to your files and comply with the GDPR.
- 10.5 If we hold any sensitive personal data (as defined in the GDPR) such as medical records, you must provide your permission before we may disclose it to third parties.
- 10.6 We encourage communication by way of email and therefore we shall correspond with you by such means where you are happy for us to do so. However, please note communications by email can be unsecure and emails may contain viruses. Whilst "the Company" uses anti-virus software for all email communications, we cannot be held responsible for any potential risks that may arise from any emails that we send, which may contain viruses and which shall also include any circumstances where emails have been misdirected or not received by you.
- 10.7 During the Consultation, those people or companies whom you have chosen to have access to your completed documents will be identified to "the Company" and detailed within the Client Disclaimer which will be signed by you.

11. File Retention and Retrieval

- 11.1 In the event that you require us to retrieve a file from storage or send any of your papers to you or any third party, we may levy a charge for the service. We may also levy a charge where your instructions in relation to the retrieved file of papers involve perusing, corresponding or any other such work.
- 11.2 Should you require us to send your file of papers to you in the post, we may require such postage costs to be paid in advance of releasing the papers. We shall not release any file of papers to any third party unless we have your written consent to do so. The party collecting the file on your behalf will need to supply us with photo identification and a copy will be retained for our records.

12. Larke v Nugus Requests or Post-Death Enquiries

In the event of a dispute or potential dispute regarding the validity of a Will drafted by “the Company”, we may receive a request for information, a statement of evidence, or a copy of our file (commonly known as a *Larke v Nugus* request) or other post-death enquiries. We reserve the right to charge a fee for the time spent responding to such requests.

We charge a minimum fixed fee of £250.00 plus VAT to cover the initial work. This includes retrieving the file from the archive, reviewing the contents, and providing a standard summary statement or initial response.

If the matter is exceptionally complex, requires a detailed witness statement, or involves ongoing or extensive correspondence, we will charge for the additional time spent. This will be calculated on a time-recorded basis using the current hourly rate of the fee earner handling the matter. We reserve the right to require a formal solicitor’s undertaking for our costs or a payment on account before commencing any work on the request.

13. Complaints

Whilst we assume that you will be pleased with our service, in the unlikely event that you do have any cause for complaint, this should be made within 6 months of completion of your order and in the first instance should be raised with the person who took your instructions. We have an agreed complaint procedure in place which is available on request. Your adviser will attempt to settle any dispute that you may have. Please direct your concerns to:

Lisa Williams
The Will Guys Ltd
28 Benton Road
High Heaton
Newcastle upon Tyne
NE7 7DU

14. Waiver

14.1 Any failure to enforce at any time all applicable Terms of Business shall not be a waiver of them or the right at any time subsequently to enforce them.

15. Explanation of Terms

15.1 If you are unclear as to the nature and/or extent of either our or your obligations under these Terms and Conditions of Business, or you require further information, please contact the adviser responsible for your instructions.

16. Conflicts of Interests

16.1 We will endeavour to avoid situations of conflict to ensure that a client's interests are not compromised. We will advise you if we become aware that an issue of conflict exists. If you should be concerned about such an issue then please immediately refer your concern to your adviser. We assure you that we will always act independently and in your best interests as our client. Money Laundering Regulations can also give rise to matters of conflict and lead to us being unable to continue acting in some exceptional circumstances.

17. Limit on our liability

17.1 In respect of the advice we render and work we undertake we will limit our potential liability to you to £2M. In instructing us, you accept that in the event of our negligence or breach of contract, you cannot claim more than that sum from us or our insurers, and that you have no claim against any of our staff personally. In respect of any claim or potential claim

against us we limit the time you have in which to claim to 3 years from the date of the alleged act or omission or 12 months from the date you became aware of it as appropriate.

18. Changes in the Law

18.1 Unless we have current and/or specific instructions from you in writing to review the law and report to you from time to time or to deal with the matters in question immediately prior to a critical date, we will not remind you of changes in the law which might affect you or future critical dates.

19. Advice

19.1 Our Estate Planning Service arranges the drafting and implementation of the documents you may need to ensure your estate is distributed as you would want, in a tax efficient manner, and to protect the value for your heirs. This is an administration service and is not providing regulated financial or legal advice