

TERMS OF BUSINESS (version 1.0 Valid from 1st January 2023)

The purpose of this document is to explain exactly what you can expect from Will and Probate Partnership DCS LLP and the following standard terms of business apply to all instructions accepted by the Company. The Will and Probate Partnership DCS LLP does not offer advice or provide Will Writing Services. All advice and work carried out in the provision of Will Writing Services is provided by our sister company Will and Probate Partnership LLP. These terms of business form the basis of the contract between the Company and the Client.

Definitions:

- The 'Company', shall mean The Will and Probate Partnership DCS LLP
- The 'Client' shall mean anyone instructing the Company for the provision of the Document Care Service
- The 'Society' shall mean The Society of Will Writers and Estate Planning Practitioners
- "Document Care Service" shall mean the provision of all services listed below, for the benefit and safety of their documents, including secure storage, annual reminders, free updates* and free advice* as required for the Client's chosen participants. *These services are kindly provided by our sister company, Will and Probate Partnership LLP as detailed below.
- "Documents" shall mean Wills, powers of attorney or other legal documents produced by our sister company Will and Probate Partnership LLP.

1. Our Services and Fees

Will

Document Care Service (DCS) for your Will. Fee £26 + V.A.T. annually per Will.

Lasting Power of Attorney - Financial Decisions (LPAF)

Document Care Service (DCS) for your LPAF Fee £26 + V.A.T. annually per LPA

Lasting Power of Attorney - Health and Care Decisions (LPAH)

Document Care Service (DCS) for your LPAH Fee £15 + V.A.T. annually per LPA

General Power of Attorney (GPA)

Document Care Service (DCS) for your GPA Fee £12 + V.A.T. annually per GPA

Mutual Severance of Joint Tenancy

Document Care Service (DCS) for your Mutual Severance of Joint Tenancy. Fee £15 + V.A.T. annually per Mutual Severance. NB: This service is not required if you decide to register the mutual severance of joint tenancy with the Land Registry.

Statement of Wishes Forms

Document Care Service (DCS) for your Statement of Wishes. Fee £4.50 + V.A.T. annually per Statement of Wishes.



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The Will and Probate Partnership DCS LLP, 13 Queen Street, Maldon Essex CM9 5DP. Telephone: 0845 1305951

Email: admin@willpp.co.uk Website: www.willpp.co.uk

Will Trusts - To take effect on death:

Children's Trusts

You may wish a beneficiary to inherit later in life than is usual.

Right of Residence Trust

To retain the property after the client's death to provide a residence for a beneficiary.

Life Interest Trust

For a variety of reasons you may wish to exercise control over a legacy for a beneficiary or even wish for the legacy to benefit a further beneficiary after the death of the primary beneficiary.

Protected Property Trust [P.P.T.]

This protects the property after the 1st death for the survivor but at the same time depending on the conditions of the trust it can protect the capital for beneficiaries such as children after the survivor dies.

NRB Discretionary Trust

This ring fences assets up to the Inheritance Tax Nil Rate Band [IHT NRB].

Discretionary Trust

Perpetuates assets down from one generation to another.

Disabled Discretionary Trust

Beneficiaries with mental disabilities are not always capable of making sound financial decisions for themselves and need a trust with appointed trustees to act upon their behalf.

Flexible Life Interest Trust (FLIT)

This trust combines a life interest for the survivor which means no IHT on 1st death regarding trust assets and a discretionary trust on 2nd death giving flexibility to more than one class of beneficiary.

Document Care Service (DCS) for your Will Trust. £15 + V.A.T. annually per Will Trust.

Document Care Service

Safe and Secure Document Storage

Problem - often a Will or Power of Attorney cannot be found when needed. Family members are not always aware whether there is a current Will or Power of Attorney in place, or, if it has been replaced by a more recent document. The original is always required promptly and must be in excellent condition. Solution:

- (i) We deposit Client Wills and Powers of Attorney in our document storage facility - securely maintained.
- (ii) We provide you with an electronic Copy Document for your reference.
- (iii) We also store an electronic copy on your behalf.
- (iv) We inform all Executor(s), Guardian(s) and Attorney(s) appointed within a Will or Power of Attorney that there is a valid document, where it is and how to retrieve it (when necessary) and their duties.

Probate advice

Problem - Probate is the term used for administering a deceased person's estate in order to collect the assets and settle all debts e.g. mortgages, and thereafter, distribute the balance of assets after any related tax and costs to beneficiaries. A professional firm is more than willing to act, as fees levied usually average between 3% and 5% and where there is no Will it can be more. Example: @ 4% fees:

House	£170,000
Car	£10,000
Life Assurance	£50,000
House Contents	£15,000
Personal Possessions	£3,000

Total = £248,000 @ 4 % = £9,920 fees + V.A.T for what is not an unusually large or complicated estate.

Solution:

- (a) Your personal representatives administer your estate with us providing some initial support and advice where required - cost nil as included in the benefits of your Document Care Service.
- (b) Your personal representatives do some of the work and instruct us in other matters. Cost - A fixed reasonable fee agreed with your personal representatives at the time depending on how much we were asked to do.
- (c) Where your personal representatives prefer not to administer your estate we can offer a low cost full administration service at the request of your personal representatives where the fees for the estate administration will not exceed 2%+VAT of your gross estate.

Lasting Power of Attorney Registration

Problem - The process of registering and completing the relevant paperwork can be time consuming and frustrating at times for those with no or little experience.

Solution - One of the benefits of your Document Care Service where we have drafted your Lasting Power of Attorney is to assist your attorney register your LPA by completing all of the necessary forms from the OPG (Office of the Public Guardian). You pay the government registration fee, we do everything else at no extra cost.

Updating Documents

Problem - Most people are simply not aware of the need to regularly update their documents. For example if anybody mentioned in the Will or LPA moves address, changes their name, adds to their family, gets married or divorced, or any additional gifts or changes to executors, guardians, attorneys etc. are required. Any of these changes require documents to be regularly updated to ensure that your wishes and instructions are up to date and will work exactly according to your current wishes, whenever the documents are needed.

Solution:

- (i) Our Document Care Service, allows Will, Trust and/or LPA updates at any time. On each occasion you will receive a completely new drafted document without any further charge.
- (ii) We contact you annually to give you the opportunity to inform us of any changes that require your documents to be reviewed and/or updated which you may do at any time and as many times as you wish.

Note:

- i) You can leave the Document Care Service at any time although no refunds will be offered or given.
- ii) An administration charge of £25 + V.A.T will be levied for the return of any document if we receive such a request after your service has ceased. If you wish to receive your documents but do not wish to pay the fee you may collect your documents from our document storage facility at a time and date mutually convenient.
- iii) If, at the time, your service ceases and you do not request the return of your documents we will hold them until you or your personal representatives request them. The cost for this service is £20 + V.A.T per annum for each documents held and will be payable before any document is dispatched or released.
- iv) Document Care Service fees are paid annually in advance.

2. The Company undertakes to:

- a) Comply with your instructions with reasonable skill, care and expedition appropriate to your needs.
- b) The Company does not provide advice or Will Writing Services, which are provided by our sister company Will and Probate Partnership LLP. All products and services provided by Will and Probate Partnership LLP are offered with the inclusion of our Document Care Service. We feel this is the best advice and, in the unlikely event you decline its inclusion, we regret we will not be able to accept you as a client for any of our products or 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) Comply with the client's instructions using all due skill, care and expedition appropriate to the need of the client.
- d) Maintain the strictest confidentiality and not to pass on your details to any other organization 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 Document Care Service should you change your mind within 14 days from the date of taking your instructions. After the expiration of this period the Company reserves the right to charge you for any work already carried out on your behalf and in accordance with your signed instructions. An itemized bill will be produced for any charge falling due under this term. (see section c, Your rights to cancel)
- f) Any advice that is given by the company is based on its understanding of law, practices and procedures at the date of this agreement. The company is not responsible for any consequences arising from any future changes in law, practices or procedures. 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 existing documents. Any Will should be reviewed annually 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.
- g) 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.

3. Notice of the Right to Cancel

- a) The Customer has the right to cancel the Contract within the Cancellation Period as determined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- b) The Seller is The Will and Probate Partnership DCS LLP
- c) For the purposes of this Cancellation Notice, the Reference Number to be quoted in all communications is: As detailed on the Customers invoice/receipt.
- d) The Customer has the right to cancel the Contract within 14 Calendar Days of receipt of this notice (the "Cancellation Period").
- e) The Customer may be required to pay for Services provided if provision of the Services has commenced with the Customer's written agreement prior to the end of the Cancellation Period.

- f) In the event that the Customer 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 Schedule 1 below.
- g) Cancellation Notices must be sent to the Seller at the following addresses:
- h) A Cancellation Notice sent by post or delivered by hand must be sent to:
The Will and Probate Partnership DCS LLP, 13 Queen Street, Maldon, Essex CM9 5DP
- i) A Cancellation Notice sent by email must be sent to: admin@willpartnership.co.uk
- j) Cancellation Notices shall be deemed served upon the Seller:
- k) In the case of a Cancellation Notice sent by post, at the time of posting; and
- l) In the case of a Cancellation Notice sent electronically, on the day it is sent.
- m) Use of the Cancellation Form is optional; however all Cancellation Notices, in whatever format, must be in writing and must contain all information included in Schedule 1.

4. Your Obligations are:

- a) To disclose all relevant facts and answers to all the questions asked. 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 the Documents provided, to ensure that they correctly reflect your wishes and that the names and addresses of the persons mentioned in your documents are correct and if your documents do not meet with your requirements in this way to notify the company within 14 day of receipt.
- c) To return your signed and witnessed documents to the Company as soon as possible. If you fail to return the Documents to the Company, the Company shall accept no liability for the 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 Documents within two weeks of the second meeting, unless otherwise agreed and to notify the company if you do not receive your copy documents within 4 weeks of the third meeting provided you signed and had your documents witnessed at this time and dispatched them to the company's office.
- e) To pay the fee due for the provision of the DCS in full and upon instructing us. We accept the annual payment for the Document Care Service by Direct Debit.
- f) If you are using the attestation service, you should arrange for the witnesses to be present at the time of the execution of your documents.

5. 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. Newland House, The Point, Weaver Road, Lincoln, LN6 3QN
- c) The Company complies with the Society's Code of Practice of which a copy is available upon request.
- d) A customer satisfaction survey is available from your consultant upon request and is also available online at: www.willwriters.com/satisfactionsurvey.html.

6. Legal Notices

- a) Force Majeure - The company shall not have any liability whatsoever or be deemed to be in default for any delays or failure in performance under these terms of business resulting from acts beyond its control, including but not limited to acts of God, acts or regulations of any government or supranational authority, war or national emergency, terrorist activities, accident or fire.
- b) Any provision of these terms of business which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and the other provisions of these terms of business shall continue unaffected.
- c) The terms of this agreement are governed by English laws and any dispute shall be resolved within the jurisdiction of the courts of England and Wales.

Prices correct as at 1st January 2023. Subject to future alteration. Errors and omissions excepted.

Please read the above terms carefully and ensure you understand them before signing your Client Instruction Form.

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: The Will and Probate Partnership DCS LLP
13 Queen Street
Maldon
Essex
or email: admin@willpartnership.co.uk

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

Ref: _____ (can be found on your receipt/invoice)

Date Contract Commenced: _____

Signed

Date:

Name and address