



## Terms of Business

The following standard terms of business apply to all instructions accepted by the Company. All work carried out in the provision of Services offered by the Company are 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.

### Definitions:

The "**Company**" shall mean Cornerstone Wills Ltd., registered in England, No. 4642454.

The "**Client**" or "**you**" shall mean anyone instructing the Company for the provision of its Services.

The "**Consultant**" shall mean any officer, employee or agent of the Company taking instructions from the Client for the provision of its Services.

"**Document**" or "**Documents**" shall mean Will(s), Power(s) of Attorney, trusts or other legal documents produced as part of the Service.

"**Service**" or "**Services**" shall mean the provision of Wills, Lasting Powers of Attorney, notices of severance, trusts, probate advice and other services of a legal nature provided by the Company. It shall also mean inheritance tax advice and other tax and estate planning advice in connection with the preparation of your Document.

The "**Contract**" means the contract for the purchase and sale of the Services under these Terms of Business.

### The company undertakes to:

- a) Comply with your instructions with reasonable skill, care and expedition appropriate to your needs.
- b) Provide you with the best advice on matters relating to the preparation of your Will or other Documents in accordance with the legislation prevailing at the date the instructions were given. 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) Prepare and issue by email or first class post your draft Documents for review, where appropriate and where agreed, within 15 working days of receiving your final instructions.
- d) Dispatch your Documents by first class post within 15 working days of receiving your draft approval or, where no draft Documents have been produced, within 15 working days of receiving your final instructions or return them to you by appointment as agreed with the Consultant. Where circumstances occur which are outside of the Company's control which may result in a delay beyond this period, you will be notified and given a full explanation and the opportunity to renegotiate the Contract or cancel with a full refund being provided. If you decide to proceed the Documents will be produced as soon as is possible and, in any event, the Company shall produce and dispatch the Documents to you within 30 days of having taken the final instruction or having received your draft approval, whichever is the later.
- e) Maintain the strictest confidentiality and not to pass on your details to any other organisation without your express permission unless legally required to do so. Your Wills could be made available for an external quality control audit, e.g. through our membership of the Society of Will Writers, TAS or STEP or by another regulatory body. For more information on how the Company processes your data please review our privacy policy on our website [www.cornerstonewills.co.uk/other-info/privacy-policy](http://www.cornerstonewills.co.uk/other-info/privacy-policy).
- f) Unless you have expressly waived your cancellation rights at the appointment, to refund any money paid in respect of the preparation of your Documents should you change your mind within 14 days from the date of the Company taking your instructions in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Should you change your mind after the expiration of this 14 day period the Company reserves the right to charge you for the advice given and any travel costs, disbursements and work already carried out on your behalf and in accordance with your signed instructions. Further information and a cancellation notice form are provided below, as part of these Terms of Business.
- g) Verify that all Documents have been signed and witnessed appropriately so that they are legally effective. This will initially be conducted through electronic or postal communication with you. If you require assistance with the signing and witnessing process then the Company does offer a chargeable service that supervises the signing and witnessing of your Documents in your home or office. The Company will not take responsibility for ensuring the validity of your Documents where the Attestation Service has not been taken up and the execution supervised by an agent of the Company. In particular the signing of a Will and Lasting Power of Attorney must be carried out according to the law of England and Wales in order for them to be valid. All Documents will be supplied to you with appropriate written validation instructions.



- h) Offer a Document storage service. The Company, whether you use this service or not, 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 Will or other Document.

**Your obligations are:**

- a) To give us a minimum 24 hours' notice of cancellation of an appointment. Should you fail to give such notice the Company reserves the right to charge for any travelling costs already incurred in travelling to the appointment.
- b) To disclose all relevant facts and answers to all questions asked in order for the Company to provide accurate advice and to 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 your instructions, and which comes to light at a later date as being of relevance and which may affect the validity or content of your Will or other Document or advice given.
- c) To pay the fee for the Will and all other products and services in full within 14 days of receipt of the draft Will, where one has been issued or within 14 days of receipt of the formal Will, where a draft Will has not been issued, or as agreed by discussion with the Consultant. If requested, a receipted invoice will be supplied with your completed Documents.
- d) Where you cannot provide the complete instructions on the day of the appointment, to provide us with the necessary information within 14 days of the appointment or within a timeframe as agreed with the Consultant. The Company reserves the right to charge you an additional fee should you still have incomplete instructions 3 or more months after the date of the appointment.
- e) Where a draft Document has been issued, to review the Document and to provide the Company with any changes and approval to formally provide attestable/bound Documents within 15 working days of receipt of the draft. The Company shall not be responsible for any delay due to your failure to comply with the above. The Company reserves the right to charge you an additional fee to complete the Document should it remain unapproved for 3 or more months after the date of issue.
- f) To respond to all our communications and to do so in a timely manner.
- g) To notify the Company if you do not receive your Will within 15 working days of our receipt of final instructions, unless otherwise agreed.
- h) To confirm that the Documents provided correctly reflect your wishes and that the names, contact details and relationships of persons mentioned in your Documents are correct.
- i) To arrange for witnesses to be present at the time of the execution, if you are using the Attestation Service, otherwise it is your responsibility to ensure that your Documents are correctly signed and witnessed in accordance with the provided instructions.
- j) To regularly review your Will or arrange for your Will to be reviewed to ensure that it still meets with your requirements and complies with current legislation and current "practices" of HMRC and other government, legal & financial institutions.

**Client Care:**

- a) The Company is committed to providing you with a high quality service. An essential part of that service is that, the Company will effectively keep you 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, Chancery House, Whisby Way, Lincoln LN6 3LQ.
- c) The Company complies with the Society of Will Writers and Estate Planning Practitioners' Code of Practice of which a copy is available upon request.



## Notice of the Right to Cancel

You have the right to cancel this contract in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the right can be exercised by delivering or sending (including by email) a cancellation notice to us at any time within the period of 14 days starting with the date that this contract is made (i.e. the date of the appointment at which instructions were taken, whether conducted in person or over the telephone or email).

The notice must be given to The Directors of Cornerstone Wills Ltd.

By post to: **Cornerstone Wills Ltd, Basepoint Business Centre, 377-399 London Road, Camberley GU15 3HL** or

By email to: **info@cornerstonewills.co.uk**

The notice of cancellation is deemed to be served as soon as it is posted or sent to Cornerstone Wills or, in the case of an email, as soon as it is sent to us.

You may use this form if you want to but you do not have to.

You may be required to pay for services supplied or given if the contract has begun with your written agreement before the end of the cancellation period and this may include the cost of advice given during any appointment, any travel costs, disbursements and work already carried out on your behalf and in accordance with your signed instructions. An itemised bill will be produced for any charge falling due under this term.



### **COMPLETE, DETACH AND RETURN THIS FORM ONLY IF YOU WISH TO CANCEL THE CONTRACT**

To: **Cornerstone Wills Ltd, Basepoint Business Centre, 377-399 London Road, Camberley GU15 3HL**

Email: **info@cornerstonewills.co.uk**

I/We hereby give notice that I/we wish to cancel my/our contract with you for the provision of Wills and/or other Services.

Contract Dated: .....

Signature(s): .....

Name(s) .....

(Please print full name in capitals)

(Please print full name in capitals)

Address: .....

.....

.....

Postcode: .....

Date: .....