



Paget Will Writing

Wills & Lasting Powers of Attorney

Terms of Business

Paget Will Writing Ltd



Terms

Terms of Business / Retainer

Both copies are to be signed by the Client and the Consultant and one copy left with the Client

The following standard terms of business apply to all instructions accepted by the Seller. All work carried out in the provision of Will Writing Services is subject to these terms except where changes are expressly agreed in writing. These terms of business form the basis of the contract between the Seller and the Client.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following terms shall have the following meanings:

“Calendar Day”	means any day of the year;
“Cancellation Form”	means the form attached to these Terms and Conditions as Schedule 1;
“Cancellation Notice”	means the notice attached to these Terms and Conditions as Schedule 1 or such other written document containing the same information, produced by the Client;
“Contract”	means the contract for the purchase and sale of the Services under these Terms and Conditions;
“Client”	means the individual/s purchasing the Services from the Seller who shall be identified in this retainer agreement;
“Order”	means the Client’s completed order for the purchase and provision of Services;
“Payment Information”	means all information required to take the required payments from the Client and includes, but is not limited to, credit/debit card details and residential address details;
“Price List”	means the schedule of prices at Schedule 2 and expressly incorporated into these Terms and Conditions at paragraph 7.6 of these Terms and Conditions.
“Waiver Form”	means the form attached to these Terms and Conditions as Schedule 3;

“Sales Literature”	means any and all brochures, catalogues, leaflets, price lists and other documents providing details of Services available and pricing information for those services;
“Seller”	means Paget Will Writing Ltd;
“Services”	means the services which the Seller is to provide in accordance with these Terms and Conditions.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 1.2.5 a clause, section or paragraph is a reference to a section of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 “Will writing services” include the preparation of all documents specified in Schedule 2, as instructed by the Client.

2. Procedures

- 2.1 At the initial appointment your detailed instructions will be taken and appropriate advice given on matters relating to our Services. Any queries or questions will be answered and a full explanation given of the contents and terminology used in the drafting of your Documents.

3. The Seller undertakes to:

- 3.1 Comply with the Client’s instructions with reasonable skill, care and expedition appropriate to his needs.
- 3.2 Provide the Client with the best advice on matters relating to the 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 the Client in advance and you are under no obligation to proceed with any ancillary services offered. However, in some circumstances the Client may be asked to sign a declaration stating that you are acting against the advice given.
- 3.3 Comply with the Client’s instructions using all due skill, care and expedition appropriate to the needs of the Client. Regarding the despatch of documents, the Seller must adhere to the following timescales unless otherwise agreed in writing with the client at the time that the Client's instructions are received.

- 3.4 The following timescales take effect immediately upon the Client providing all the information required to complete the agreed instructions.
 - 3.4.1 Despatch of Draft documents - 14 working days
 - 3.4.2 Despatch of executable documents AFTER drafts are approved – 7 working days
 - 3.4.3 Despatch of executable documents if drafts are NOT supplied – 14 working days
- 3.5 However where circumstances occur, including those which are beyond the Seller's control, which result in the documents being delivered outside the above stated timescales, the Client must be informed and upon their request must be provided with a full written explanation for the cause of the delays AND the opportunity to renegotiate or cancel the contract, with a full refund being provided should it be requested by the Client.
- 3.6 Maintain the strictest confidentiality and not to pass on the Client's details to any other organisation without his express written permission unless legally required to do so and shall comply with all legislation in force relating to data protection.
- 3.7 Offer an attestation service that supervises the signing and witnessing of your Documents at your home. The Seller 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 Seller. The signing of your Documents must be carried out according to the law of England and Wales in order for your Documents to be valid. All Documents will be supplied to you with full written instructions of how these should be completed.
- 3.8 Refund any money paid in respect of the preparation of your Will(s) should you change your mind **within 14 days** from the date of taking your instructions. After the expiration of this period the Seller reserves the right to charge you for the advice given and for any 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. (see section 4, Your rights to cancel).
- 3.9 Where the Seller offers a Will storage service, the Seller 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 Documents. Any Will should be reviewed every three years 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.
- 3.10 Where the Seller cannot legally or practically follow the instructions given by the Client, the Seller must explain any differences between the Client's instructions or expectations and the documents to be provided.

4. **Notice of the Right to Cancel**

- 4.1 The Client has the right to cancel the Contract within the Cancellation Period as determined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 4.2 The Seller is **Paget Will Writing Ltd.**
- 4.3 For the purposes of this Cancellation Notice, the Client Number to be quoted in all communications is: As detailed on the signature page of this Contract.
- 4.4 The Client has the right to cancel the Contract within 14 Calendar Days of receipt of this notice (the "Cancellation Period").
- 4.5 The Client will be required to pay for Services provided if provision of the Services has commenced with the Client's written agreement prior to the end of the Cancellation Period.
- 4.6 In the event that the Client chooses to exercise his 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 sub-Clause 4.7.1 below.

- 4.7 Cancellation Notices must be sent to the Seller at the following addresses:
- 4.7.1 A Cancellation Notice sent by post or delivered by hand must be sent to:
1 Dover Close, Alresford Hants SO24 9PG and
- 4.7.2 A Cancellation Notice sent by email must be sent to:
catherine.paget@pagetwillwriting.co.uk
- 4.8 Cancellation Notices shall be deemed served upon the Seller:
- 4.8.1 In the case of a Cancellation Notice sent by post, on the next working day after posting by first class post. Proof of postage will be required and;
- 4.8.2 In the case of a Cancellation Notice sent electronically, on the day it is sent.
Proof of despatch by email will be required in the form of an "email delivered" receipt.
- 4.9 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.

5. Refunds

- 5.1 If the Client chooses to exercise the Right to Cancel in accordance with Clause 4 above, the provisions of this Clause 5 shall apply in determining any refund to which the Customer may be entitled.
- 5.2 The Client must inform the Seller of their exercise of the Right to Cancel within the period required by Clause 4.
- 5.3 If the provision of Services has commenced, at the Client's written request, prior to the giving of notice by the Client and the end of the Cancellation Period, the Seller shall remain entitled to any monies constituting the value of such Services.
- 5.3.1 Where the Client has already made payment to the Seller, any refund issued shall be less the relevant sum determined under sub-Clause 5.3.
- 5.3.2 Where the Client is yet to make payment to the Seller, the sum due from the Client shall be adjusted accordingly.
- 5.3.3 The Seller will inform the Client in writing of the relevant calculations involved in determining sums deductible or payable under this Clause 5.
- 5.4 If the provision of Services has commenced prior to the giving of notice by the Client and the end of the Cancellation Period without the Client's written request, the Seller shall not be entitled to any monies constituting the value of such Services.
- 5.5 If the Client requires their Documents urgently and require that the Seller commence work prior to the expiration of the cancellation period the Client can agree to waive their rights under the Regulations by signing a waiver agreement, (Schedule 3). This will mean that they will be required to pay for any work completed should they decide to reinstate their right to cancel within the 14 days.

6. Liability

- 6.1 If the Seller fails to perform the Services with care and skill it shall carry out remedial action at no extra cost to the Client.
- 6.2 The Seller shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Seller's obligations if the delay or failure was due to any cause beyond the Seller's reasonable control or where the Client has failed to meet their obligations under Clause 7 below.

7. The Client's Obligations are:

- 7.1 To disclose all relevant facts and answers to all the questions asked to allow the Seller to provide accurate advice and to produce an effective legal Document. The Seller 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 Documents or advice given.
- 7.2 To read through the draft Documents provided, to confirm that they correctly reflect your wishes as to the distribution of your estate and that the names and addresses of the persons mentioned in your Documents are correct, adding any missing data not supplied at the time of taking your instructions.
- 7.3 To respond by telephone or in writing (by email or post), within 7 days to any queries raised by the Seller arising out of your original instructions or the production of the draft documents. If you have received draft documents but fail to provide further instructions in accordance with this paragraph, the Seller expressly reserves the right to charge the full fee agreed at the time of signing this contract.
- 7.4 To return the Documents together with any amendments to the Seller as soon as possible. If you fail to return the Documents to the Seller, the Seller shall accept no liability for the draft Documents. The Seller shall not be responsible for any delay due to your failure to comply with the above.
- 7.5 To notify the Seller if you do not receive your draft Documents within two weeks of the first appointment, unless otherwise agreed.
- 7.6 To pay the fees due for the provision of Services in full and in accordance with these Terms of Business. The fees are set out in the Price List forming Schedule 2 of this Agreement. Fifty percent (50%) of the fees will be taken on account of costs, on the signing of these Terms of Business. Payment of the balance of is due on the date of delivery of the invoice. If payment is not received, daily interest of 1% of the total value of the invoice will be added from the date of the invoice until payment is received in full.
- 7.7 If you are having the attestation service, you should arrange for the witnesses to be present at the time of the execution of your Will.

8. Client Care

- 8.1 The Seller is committed to providing the Client with a high-quality service. An essential part of that service is that the Seller will communicate effectively with the Client so that they are kept informed of progress.
- 8.2 The Seller maintains a full complaints procedure to which any complaint should first 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 3TQ, ("the Society").

The Seller complies with the Society's Code of Practice of which a copy is available upon request. A customer satisfaction survey is available from your consultant upon request. The survey is also available online at www.willwriters.com/satisfactionsurvey.html.

Please read the above terms carefully and ensure you understand them before signing.

Client Number:

I/We accept the above Terms of Business and agree to abide by them and to be bound by them. I/We acknowledge that I/We have received a copy of this agreement.

Signed Client 1: x_____

Print Name: x_____

Signed Client 2: _____

Print Name: _____

Dated: x_____

Signed: _____
On behalf of the Seller

Dated: _____

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: Paget Will Writing Ltd

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

Client Number: _____ (can be found on p 6)

Date Contract Commenced: _____

Consultant's Name: _____

Signed

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Name and Address

Date

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Schedule 2

Price List from 1 September 2021

Will Writing Services

	£
Single Will	250.00
Single Will with will trust (Will with a basic form of trust incorporated)	425.00
Standard mirror Wills (Identical wills for spouses/partners)	500.00
Mirror Wills with will trust/s (Identical wills for spouses/partners incorporating a trust)	800.00
Codicil (Document to be read with your existing Will making minor changes)	200.00
Expression of Wishes (Document setting out your wishes regarding items of personal Property or Instructions to Trustees)	150.00
Declaration of Severance of Joint Tenancy (Document changing the way in which you own the beneficial shares in your property) Fee includes filing Declaration of Severance with Land Registry (includes SEV form, letter to HMLR and postage.	65.00

Powers of Attorney

Single lasting power of attorney (LPA) (Property and Affairs)	400.00
Single lasting power of attorney (LPA) (Health and Welfare)	400.00
Two LPAs (one of each kind for one person or one type for couples)	750.00
Four LPAs (one of each kind for couples)	1,200.00
Fee per certified copy after registration	15.00

Office of Public Guardian (OPG)

OPG's own court fee / LPA	82.00
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Advance Directive (Document setting out your wishes if you lose capacity and health/care decisions need to be made)	200.00
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General Power of Attorney	300.00
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Packages of Wills + Powers of Attorney available – 10% discount on total price.

The prices quoted above are **fixed fees** in respect of each document. There are no hourly rates, and the company is not vat registered. Travel is charged at £0.45 per mile if your home/place of business is outside a 10-mile radius of Alresford, Hampshire. **Half the payment is due on the date that the terms of business are signed and the balance when the invoice is delivered. Payment is by BACs transfer or cheque. If the second payment is not received, daily interest of 1% of the total value of the invoice will be added from the date that payment is due until payment is received in full.**

Schedule 3

Waiver of 14-day Cancellation Period

You are entitled to cancel this contract within 14 days of the initial meeting to take instructions, (“the first consultation meeting”).

If you wish to waive your entitlement to that 14-day “cooling off” period, please sign and date the waiver form set out below. The obligations of both parties under this contract will then commence from the date of the first consultation meeting.

To: Paget Will Writing Ltd

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to waive my/our (delete as appropriate) right to a 14-day cancellation period following the first consultation meeting.

Please begin to draft my/our documents from today.

Client number: _____ (can be found on p6)

Date of first consultation meeting: _____

Consultant’s Name: _____

Signed

Client 1:

Client 2:

Name and Address

Date