

Terms of Business

The following terms of business apply to all services purchased by the Client and accepted by the Company.

All work carried out in 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 Company and the Client.

DEFINITIONS

The Term, 'the Company', shall mean Kat's Wills and Estate Planning (hereinafter referred to as "the Company").

The 'Client', shall mean anyone instructing the Company for the provision of Will Writing Services.

'Will Writing Services' shall mean the provision of Wills, Trusts, Powers of Attorney, Living Wills, Notices of Severance, and other services provided by the Company to the Client to assist with the Client's estate planning needs.

'Documents' shall mean Wills, Trusts, Powers of Attorney, or any other legal documents produced as part of the Will Writing Services.

OUR OBLIGATIONS

- The Company is obliged to give you advice on matters relating to Will Writing Services. In some cases you may require additional products/services, provided at extra cost either by the Company or another company recommended by us.
- The Company may require you to sign a disclaimer if you instruct us to draft any product or service in a way that is contrary to our advice.
- 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 the law, practices or procedures.
- The Company has Professional Indemnity Insurance of £2 million to cover claims and losses arising as a result of any negligent act by the Company.

- The Company reserves the right to withdraw from any transaction if it is unable to complete any transaction in whole or in part but if it does so, it will write to you immediately and you will not be liable to pay any fees.
- The Company reserves the right to carry out a consultation either online or via the telephone.
- The Company may inform your Executors, Trustees, Guardians and Attorneys of their appointment and send them information about their responsibilities.
- 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 which may necessitate a review of your Documents. However, The Company is happy to review your will with you at your request.
- All Wills should be reviewed every two 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.
- The Company will maintain client files for a minimum period of 6 years after your death, or for a minimum period of 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first.

YOUR OBLIGATIONS

- The validity, accuracy and suitability of any Documents that we provide will partly depend upon the honesty, completeness and accuracy of your answers to our questions. The Company therefore requires you to be open and honest with the information that you provide to us. The Company is not responsible for any consequences arising from inaccurate or incomplete information provided by you. Once the Will has been drafted any amendments required will be chargeable.
- To read through the Documents to ensure they correctly reflect your wishes and check that all names and addresses are correct within 14 days of the Documents being sent to you.
- To return any documents that we need returned for processing such as conveyancing documents for severance of tenancy within 28 days. We cannot be held liable for any issues arising from the non-return of documents.
- To return all documents via special delivery, we will not accept responsibility for any documents you send to us that are lost/damaged in the post.
- To notify the company within 14 days if you have not received a notification from us for the receipt of documents you have sent to us
- To notify the Company if you do not receive your Documents within 28 days of full instructions being provided.
- If your estate planning requires your property to be owned as Tenants in Common then to ensure that any future property purchases are also purchased as Tenants in Common. The company cannot be held liable for any losses arising from incorrect property ownership.

TIMESCALES

- If you are unable to provide all of the information that the Company requires to draft your Documents within 28 days of it being requested then you will forfeit the service and no refunds will be given.
- The company will aim to complete draft documents within 21 days of payment, any required paperwork and full instructions being received from you.
- The company will aim to complete all final documents within 14 days of receiving confirmation that draft documents are correct and no amendments are needed.

PAYMENT

- Payment for products/services will be required, in full, prior to the completion of the Documents.
- Fees may be paid by bank transfer using your Reference Number on any letter correspondence to the bank account details as follows:

Bank Name:	Barclays Bank
Account Name:	Kat's Wills and Estate Planning
Sortcode:	20-59-43
Account Number:	23522415

- Fees may be increased to cover increases out of our control or where government authorities i.e. Land Registry, Office of the Public Guardian, etc. increase their fees.

YOUR RIGHT TO CANCEL

- You have a right to cancel this agreement with the Company within 14 days of the date of this agreement by writing to the Company at the postal address or the email address below and you will not be required to make a payment or if payment has already been made, a full refund.
- You can cancel this agreement with National Will Writers Ltd no later than 14 days after the date of this agreement by writing to the Company at the postal address or the email address below and:
 - Provided we have not conducted a consultation there will be no charge and you will receive a full refund.
 - If we have conducted a full and final consultation but not yet written the Documents then the cancellation fee will be £40.
 - If we have conducted a full and final consultation and written the Documents then there will be no refunds and all the monies will become due.

- Where a notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery and notification emailed to the Company to ensure cancellation notice has been received.
- The Company will acknowledge receipt of notice of cancellation in writing within 14 days.
- You can agree in writing that the Company can start work on your documentation on a date before the expiry of 14 days of the date that you give us information to enable us to complete work for you however your rights to cancel will be terminated on the day the Company starts work on your Documents.

CLIENT CARE

If you are not happy with any aspect of service provided by the Company, please email us at Kats-Wills-and Estate-Planning@outlook.com. We aim to resolve any complaints within 28 days of receiving them.

By proceeding you give consent for your details to be passed on to any third parties necessary to enable us to provide you services.

It is important that you read and understand the above terms that will apply to this agreement. If there is any term that you do not understand or do not wish to agree to, then please discuss it with National Will Writers Ltd before proceeding. Only proceed if you wish to be bound by these Terms of Business.