

The Dull but Important Bit.....

These Terms & Conditions are binding on both you & us; they are an integral part of the contract between us. The Terms & Conditions assume that we have met but that you have not yet received your documents.

Please keep this statement; it was printed on 10 December 2015 & reflects the situation at that date.

General Points

1. You have given us your permission to contact you by any appropriate means in connection with our services and products. If you have provided us with an email address then we will use this as our preferred method of talking to you unless you ask us to use another means.
2. You have received a pre-visit letter setting out the terms of the appointment including these Terms & Conditions & have received a Client Information Booklet incorporating these Terms & Conditions which are fundamental to the contract between us & which you should keep for future reference. You have been offered other services or options; acceptances of these were at your discretion & were in no way obligatory.
3. Information & guidance is offered to you on matters concerning the preparation of the various documents & services that we offer. We do not offer advice on wider aspects of taxation, tax planning, the welfare system, insurance products, estate planning or any other financial or legal matters.
4. We will maintain confidentiality & will not pass on your details without your permission except in connection with the services and products we offer. Personal information may be used by credit reference agencies for the prevention of non-payment & fraud.
5. You have given us your permission to contact the people/organisations nominated in your documents to send them information on what is expected of them in doing the tasks you have given them & to offer them our services & for Registered Charities only the details of any gifts to them.
6. If you were referred to us by a professional you have given us your permission to reveal to that professional any information you have given us, the contents of the documents we write for you & for the professional to contact the people appointed in your documents.
7. You have agreed to pay our fees & to be jointly & severally liable for those payment(s). In the event of late payment non-payment or partial non-payment you agree to pay administration costs levied at our discretion at the rate of £25 per default letter & £100 per County Court application.
8. You have specifically instructed us to commence work immediately in drawing up the documents & providing the services you want. Once you have signed the Client Instruction Form you have a period of seven days in which you can withdraw from the contract & receive a refund of all or part of the money you have paid. If you do withdraw we will charge you a fee that fairly reflects the time & work we have expended for you. For example, we would charge for visiting you & for any work done in preparing your documents. After the seven days fees paid are not refundable in whole or in part.
9. We recognise that all clients have different needs. In addition to the information provided at the appointment & available from our website; we are happy to spend time explaining all the options & the documents we produce. However, telephone & email both have limitations & are not the best way to discuss complex matters. The better solution is to have a further meeting when everything can be more easily resolved. We need all clients to be aware that there will be occasional instances when the office staff have to insist that a second meeting is arranged at a modest further fee to cover our additional costs.
10. The Company will place total reliance on your statements as to the ownership and the description of the various assets mentioned in your documents. You specifically absolve the Company of any responsibility that may result from any problems resulting from the ownership or the description of the assets.
11. You undertake not to sign your documents until you fully understand & agree with their contents. You understand that we will rely on your active & complete co-operation in completing the documents provided for you & in implementing any other agreed recommendation such as Severing a Joint Tenancy. You understand that if you fail in this regard your documents may not achieve the results you want & that the Company will accept no liability for any consequence financial or otherwise resulting from that failure.
12. You understand that it is legal to arrange your affairs to minimise your liability for taxation within the law but tax evasion is illegal & criminal.
13. You understand that you are solely responsible for making sure that your documents are kept up-to-date & appropriate to your circumstances. The Company accepts absolutely no liability or obligation to advise you of any changes in legislation or taxation which may affect you either directly or indirectly.
14. You understand that the legal standing of Discretionary Trusts in particular is subject to alteration by, for example, changes in the law by decision of a Court or by reinterpretation by the Inland Revenue of their rules. You understand that the performance & effect of a Discretionary Trust cannot be guaranteed & the Company accepts absolutely no liability in this regard.
15. We have Professional Indemnity Insurance in place that safeguards your interests against any failure on our part.

Document Production

16. 'TBA' or the equivalent written on the Client Instruction Form stands for 'To Be Advised' & indicates information or decisions that were not available at the time of the interview but which you undertake to provide to us. IT MAY NOT BE POSSIBLE TO PRODUCE YOUR DOCUMENTS WITHOUT THIS INFORMATION.
17. We aim to return your completed documents to you within 10 working days of receiving all the necessary information from you & guarantee to do so within 20 working days or we will advise you in good time if there is any reason for delay. Working days exclude weekends & national holidays. You have been asked if there are any reasons that may make it important that your documents be returned before a certain date. If you have said that there are then you will have been advised whether we will try to meet that date or not. IF FOR ANY REASON THIS IS NOT APPROPRIATE CONTACT THE COMPANY. By signing the Client Instruction Form you confirm that you know of no reason why an earlier return is necessary or needed & indemnify the Company against any claim relating to delivery of the documents. Unless agreed otherwise your documents will be returned to you by post. Written guidance will be provided with your documents as to how your documents must be signed & witnessed. You are solely responsible for ensuring that the signing & witnessing is completed in accordance with that guidance. You have agreed that you do not want or need a second visit to oversee the signing & witnessing procedure or that a second visit will be made for an additional fee.
18. If you have not opted for Willcare (see below) you are still welcome to return your completed documents to us after signing & witnessing for checking. This check cannot guarantee that your documents were correctly completed only that, on the face of the documents, they appear to have been correctly completed.

Willcare

19. A package of benefits ('Willcare') including safe & secure document storage has been offered to you. Willcare is available for an initial contract of thirty-six months with fees paid monthly. Unless agreed otherwise the payments will start on the 1st day of the next month after the visit whether or not your documents have been completed at that time. After this period Willcare may be cancelled at any time with one month's notice. If you do not cancel Willcare it will automatically continue. You will receive copies of your documents. If we have an email address for you, we will send copy documents for you to keep in electronic pdf format unless you ask us to send you paper versions.
20. You will be sent a regular reminder to help make sure that your documents are kept up-to-date. You will benefit from a discount for any future updates to your documents. Your nominees will be given advice & support on their duties when necessary by means of verbal or written advice by telephone or letter. Further help may be offered at the Company's discretion.

21. Documents stored by us will be checked before being put into storage. This check cannot guarantee that your documents were correctly completed only that, on the face of the documents, they appear to have been correctly completed.
22. The Company will take all reasonable care of stored documents. The Company's liability in respect of stored documents is limited to the replacement of the fabric of the document. The Company does not accept any liability for any consequence of the loss of or damage to a document.
23. Stored documents will NOT be reviewed by us. The Company accepts absolutely no liability or obligation to advise you of any changes in legislation or taxation which may affect you either directly or indirectly.
24. Stored documents will be released to you or to your representatives on request. Jointly owned documents will be released on the authority of EITHER party. Written authorisation to return documents will be required. We reserve the right to ask for 14 days' notice in writing & for the duplicate documents to be returned. Any outstanding fees must be paid in full before documents are released. Fees owed will be calculated using rates current at the time.
25. If contact with you ceases & cannot be restored over a period of 7 years, then the Company reserves the right to destroy your stored documents.