

Wills, Probate and More



Affordable expertise delivered in your home

Date.....

Dear

Letter of Engagement

Wills, Probate and More Ltd (hereinafter referred to as “the Company”) are members of the Institute of Professional Willwriters (hereinafter referred to as “IPW”) and it is mandatory that it operates in accordance with the IPW Code of Practice, copies of which are available (in written or audio format) free of charge either from the Company or from the IPW at the address overleaf. Any instances of non compliance with the IPW Code of Practice should be addressed to the IPW. The purpose of these Letters of Engagement is to explain to you what your rights and obligations are and what rights and obligations the Company have. 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.

Both the Company and the IPW are keen to ensure that the Company provides its services to the highest standards within the profession and in compliance with the Code of Practice. We would be grateful if you would spend a few moments completing an on line questionnaire at www.ipw.org.uk/feedback. Alternatively a paper version of the questionnaire can be obtained from the Company or the IPW at either of the addresses overleaf.

1) Fees

The Company’s fees for writing Wills and for any additional products or services are enclosed.

2) Our obligations

- a) The Company usually operates a one visit system for Wills where possible. This will be for Wills with provisions that are not complex in nature where you have authorised the company to prepare your documents immediately. During this visit your situation and requirements will be discussed, advice given, and a draft will produced and explained to you. Subject to your approval of the draft, the final (signing) copy will be produced. The company will provide one witness and will supervise the signing of your Will. Note that you will have to provide a second witness. Note also that if you elect to have the company use the one-visit system, your right to cancel the agreement will be terminated. (See section 6 below).
- b) The Company often operates a two visit system for matters other than Wills, and for complex Wills. The first visit is to discuss your situation and your requirements and to obtain as much information as possible to enable us to draft your documents.
- c) A second visit will be arranged to return your documents, to explain them to you so that you can be sure that they meet your requirements and to supervise the signing of them. Where documents are being drafted as updates to documents already drafted by the Company, you can elect not to have a second visit and you will receive a discount as described in the enclosed fee sheet.

83 Birkby Lodge Road Birkby Huddersfield HD2 2BL

Tel 01484 419029 or 07773890979

Website: www.willsprobateandmore.co.uk email: enquiries@willsprobateandmore.co.uk

- d) Where probate matters are involved more than two visits may be necessary depending on the complexity of the matter. You will be informed as soon as possible if this is likely.
- e) The Company is obliged to give you best advice. In some cases this may require additional products or services, provided at extra cost either by the Company or another company recommended by us. You are under no obligation to take up any product or service, but the Company may require you to sign a disclaimer if you choose not to do so.
- f) 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.
- g) 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.
- h) The Company has Professional Indemnity Insurance of £2million to cover claims and losses worldwide (except in the United States and Canada) arising as a result of any negligent act by it. The policy is currently with Royal Sun Alliance and is arranged by Johnston Park McAndrew of 5-7 Hagley Road, Halesowen B63 4PU **(please note that this only covers will drafting)**.
- i) The Company has Public Liability Insurance of £5million to cover claims and losses or damages worldwide (except in the United States and Canada) arising from action by it. The policy is currently with Royal Sun Alliance of and is arranged by Johnston Park McAndrew of 5-7 Hagley Road, Halesowen B63 4PU.
- j) 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.
- k) The costs of correcting any error or omission on the part of the Company shall be borne entirely by the Company.
- l) The Company will maintain client files for a period of 6 years after your death, **(in respect only of Wills)** or for a period of 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first.
- m) The Company will provide advice free of charge in matters relating to this transaction for its lifetime. **(in respect only of Wills)**

3) **Your obligations**

- a) 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.

4) **Timescales**

- a) Your completed documents will be available for signing during the first visit if you elect to use the one visit system and you provide all the information needed during the visit and your requirements are such that they can be met using the one visit system; otherwise your completed documents will be available for signing no earlier than 7 days and no later than 14 days from the date on which the Company has all the information that it requires to complete your documents.
- b) In the event that the Company is unable to meet the above timescale then you will be able to renegotiate this agreement or you can cancel it without any obligation to pay any fees.
- c) If you are unable to provide all of the information that the Company requires to draft your documents within 28 days of this agreement then you will be liable to pay half of the total fees on the 28th day after this agreement. Any fees paid at this time will be deducted from your final invoice.

5) **Payment**

Payment will be required, in full, on completion of the documents to your satisfaction.

6) Notice of the right to cancel

- a) You have a right to cancel this agreement with Wills, Probate and More Ltd within 7 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 any payment.
- b) You can cancel this agreement with Wills, Probate and More Ltd later than 7 days after the date of this agreement by writing to the Company at the postal address or the email address below. Unless the cancellation is due to a delay on the part of the Company that is beyond the timescale referred to in section 4a, you will be liable to pay half of the full fee.
- c) You can use the cancellation form attached to this agreement. Where notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery, however cancellation will be deemed to be served as soon as it is posted or sent to us.
- d) The Company will acknowledge receipt of notice of cancellation in writing within 14 days.
- e) You can agree in writing that the Company can start work on your documentation on a date before the expiry of 7 days of the date that you first give us information to enable us to complete work for you however your rights to cancel under clause 6a will be terminated on the day that the Company starts work on your documents.

7) Complaints

- a) If you are not happy with any aspect of service provided by the Company, you should first of all contact Andrew Komarnyckyj, Managing Director of Wills, Probate & More Ltd, whose telephone numbers are 01484 419029 and 07773890979.
- b) If you wish to make a complaint about any aspect of service provided by the Company, you must, in the first instance write to our Andrew Komarnyckyj, Managing Director of Wills, Probate & More Ltd, at the address below. He will acknowledge your letter within 3 working days of receipt and then investigate the circumstances of your complaint and write to you with the results of his investigation within a further 28 days. If you are not happy with the results of the investigation by the Company, you can write to the Institute of Professional Willwriters at their address below, who will instigate a Conciliation Process to help you and the Company to reach a mutually satisfactory agreement.
- c) If you are not happy with the results of the Conciliation Process or if you choose not to take up the Conciliation Process following any investigation by the Company, you can write to the Estate Planning Arbitration Scheme (EPAS) at the address below who will then investigate your complaint and make a formal judgement but there will be a cost to you if you take this option.
- d) These complaints procedures do not prevent you from seeking other means of redress.

Please tick

- I/We give consent for my/our details to be passed to the IPW to enable them to monitor compliance with their Code of Practice and to test levels of customer satisfaction.
- I/We give consent for my/our details to be passed to any third party individual or organisation who the Company believe offer services that would be of benefit to us – such as financial planning.

It is important that you read and understand the above terms that will apply to this agreement before signing. If there is any term that you do not understand or do not wish to agree to, then please discuss it with Wills, Probate and More Ltd before signing. Only sign if you wish to be bound by these Letters of Engagement.

Signed:.....

Signed:.....

Print Name:.....

Print Name:.....

Date:.....

Date:.....

Our address

Wills, Probate and More Ltd

Institute of Professional Willwriters

Estate Planning Arbitration Scheme (EPAS)

83 Birkby Lodge Road
Birkby
Huddersfield
HD2 2BL

Trinity Point
New Road
Halesowen
B63 3HY

IDRS Limited
12 Bloomsbury Square
London
WC1A 2LP

If you wish to cancel this contract, you MUST DO SO IN WRITING and deliver it personally or send (which may be by electronic mail) it to the Company named below. You may use this form if you want to, but you do not have to.

Complete, detach and send this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT

To: Wills, Probate and More Ltd, 83 Birkby Lodge Road, Birkby, Huddersfield HD2 2BL

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

appropriate) contract reference number

Signed:.....

Signed:.....

Print Name:.....

Print Name:.....

Date:.....

Date:.....

Address:.....

Postcode:.....

FEE LIST

5 July 2010 – 5 November 2010

Wills on similar terms for married couples/unmarried couples/civil partners.....	£95.00
Will for a single person.....	£60.00
Lasting Powers of Attorney:.....	£200.00
Registration of Lasting Powers of Attorney:.....	£75.00
Probate, from	£200.00
Severance of Tenancy:.....	£25.00

Any other matters: by arrangement – please ask us for a quote!

The above fees apply where (1) your requirements are straightforward and (2) you visit us at our premises to give your instructions and (3) you instruct us during normal office hours (9.00a.m. – 5.00p.m. Mon-fri).

If your requirements are not straightforward and/or we visit you and/or you are unable to instruct us during normal office hours, then additional fees may apply. Any additional fees will be discussed with you and agreed with you before we commence work on your behalf.

The total fees agreed for your matter including any additional fees for travelling and/or complexity are:.....

Signed:.....

Signed:.....

Date.....