



## TERMS OF BUSINESS | G&T Wills

The following Terms of Business (“**Terms**”) apply to all instructions accepted from you by Good & Trusted Wills Ltd, trading as G&T Wills (“**G&T Wills**”). All work carried out in the provision of the Services is subject to these Terms except where any changes are expressly agreed in writing between G&T Wills and you.

These Terms and any provisions contained in an Instruction Form apply to each matter in relation to which G&T Wills undertakes work for you. Your continuing instructions will be deemed to be an acceptance by you of these Terms. If you fail to sign a copy of the relevant Instruction Form but continue to instruct us, these Terms will continue to apply.

If there is any conflict between these Terms and the relevant Instruction Form, the Instruction Form shall prevail.

### 1. Definitions and Interpretation

1.1 The definitions set out below shall have the following meanings:

<b>“Cancellation Notice”</b>	means the notice given in the form of the Cancellation Form as at Schedule 1 or such other written document containing the same information, produced by the Client.
<b>“Client” or “you”</b>	means the individual(s) or entity instructing G&T Wills to perform the Services, and who shall be identified in the Instruction Form.
<b>“Documents”</b>	means the legal documents that we agree to create for you in relation to the Services, as detailed in the Instruction Form, which may include Power of Attorney documents, Wills and Trust documents
<b>“Fees”</b>	the charges for the Services, as set out in the applicable Instruction Form.
<b>“Instruction Form”</b>	means a written statement setting out the details of the Services to be provided by G&T Wills to the Client.
<b>“Services”</b>	means the Services provided by G&T Wills including (but not limited to): wills (including basic, living and overseas wills); power of attorney; attestation services; inheritance tax savings advice; probate; property protection trusts; will based trust and lifetime trusts (collectively and individually (as applicable)).
<b>“G&amp;T Wills” or “we” or “us”</b>	means <b>Good &amp; Trusted Wills Ltd</b> , a company registered in England (Company no. 14093133) with its registered address at Asset House, 26-28 Thorpe Wood, Peterborough, PE3 6SR.  The legal advisory services that G&T Wills provides is classed as ‘non-reserved’ activity by the Legal Services Act 2007 and the Solicitors Regulation Authority (“ <b>SRA</b> ”) and therefore G&T Wills can provide its services without being regulated by the SRA. You hereby acknowledge that no employee or representative of G&T Wills holds themselves out to be, or represents that they are in any way, a practising solicitor and/or regulated by the SRA. Any reserved activities are carried out by an SRA regulated firm acting as our agent
<b>“Working Days”</b>	means Monday to Friday, excluding bank and public holidays in England.

1.2 Unless the context otherwise requires, each reference in these Terms to:

1.2.1 “writing” or “written” includes a reference to any communication effected by email.

- 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 a reference to a Schedule is to a schedule to these Terms;
  - 1.2.4 a reference to a clause relates to a clause in these Terms and a reference to a paragraph relates to a paragraph of a Schedule; and
  - 1.2.5 the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of these Terms.

## **2. Our Obligations**

- 2.1 We will obtain your instructions during our appointment which may be via a web conferencing facility or a face to face meeting and use our reasonable skill and care in providing you with the Services. Any queries or questions that you may have will be answered and a full explanation given on the contents and terminology used in the drafting of your Documents.
- 2.2 For web based appointments we will ensure that the web conferencing facility has the necessary encryption to ensure your privacy.
- 2.3 We will advise you on any issues which may arise during the provision of the Services and provide you with information relating to the charges for any additional work which may be required. You will not be under any obligation to proceed with any additional work we recommend, but you may be required to sign a declaration to confirm that you have chosen to act against our advice.
- 2.4 In relation to the dispatch of the Documents, we will comply with the following timescales unless otherwise agreed in writing with you:
  - 2.4.1 Dispatch of draft Documents from the date of the appointment – 10 Working Days;
  - 2.4.2 Dispatch of executable Documents after drafts are approved – 7 Working Days; and
  - 2.4.3 Dispatch of executable Documents if drafts have not been provided – 14 Working Days.
- 2.5 The timescales in clause 2.4 will take effect from the date upon which you have provided all information required in order to complete the Services and the applicable dates will be confirmed in writing with you.
- 2.6 Where circumstances occur (including those which are beyond our reasonable control) which result in the Documents being delivered to you outside the timescales stated in clause 2.4 above, we will inform you of this. If you request us to do so, we will provide you with a full written explanation for the cause of the delays and give you the opportunity to re-negotiate or cancel the Services, with a full refund being provided if you request the same.
- 2.7 We will use reasonable efforts to respond to any communication from you promptly and keep you informed of the progress of your matter.
- 2.8 We do 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(s). 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.
- 2.9 Where we cannot legally or practically follow the instructions given by you, we will explain any differences between your instructions or expectations and the Documents to be provided.
- 2.10 We will maintain professional indemnity and public liability insurance throughout our engagement. Details of the insurer and the scope of the insurance are available on request.

## **3. Your Obligations**

- 3.1 You agree to provide us with clear instructions, and in particular, to disclose all relevant facts and information required which is relevant to progress your matter and allow us to fully perform the Services and produce the Documents. We will not accept liability or responsibility for any loss, damage or expense incurred (direct, consequential or otherwise) arising from your failure to provide information which may affect the advice we provide to you, or the content or validity of your Documents.
- 3.2 You agree to read through and sign our client care letter (accompanied with these Terms of Business) prior to our initial appointment.
- 3.3 You agree to pay the Fees in full prior to your final Documents being prepared and provided to you.
- 3.4 You agree to read through any draft Documents that we send to you and provide instructions to confirm whether

the information contained therein is accurate and correct. If amendments are required to the Documents, these must be confirmed in writing to us as soon as reasonably possible. We will not be responsible for any delays encountered in the performance of the Services as a result of your failure to comply with this clause and clause 3.1 above.

- 3.5 You will notify us in writing if you do not receive your Documents within the timescales stated at clause 2.4 above.
- 3.6 If a Client consists of more than one person or entity, the liability of each person or entity will be joint and several. In this event, you agree that we have authority to disclose information to the other joint clients in relation to your matter, which we would normally be prevented from doing by our duty of confidentiality.

#### **4. Remote Attestation (if applicable)**

- 4.1 You will be responsible for ensuring that your Documents are executed in accordance with all applicable laws and any written instructions that we provide to you.
- 4.2 For Will documents, you are responsible for ensuring that two independent witnesses will be present at the agreed time for your Documents to be executed.
- 4.3 You agree to supply copies of your executed Documents to us to check that they have been executed correctly.

#### **5. Billing and Payment**

- 5.1 The Fees charged for the provision of the Services will be detailed in writing and are subject to VAT. If you have any problems or queries with an invoice, please contact us as soon as possible.
- 5.2 Unless otherwise stated in the Instruction Form or otherwise agreed by us, you must pay the full Fees upon receipt of our invoices. VAT and any expenses agreed with you in advance will be shown separately on all invoices (where applicable). You will not be entitled to set-off, counterclaim, deduct or withhold payment under this Agreement.
- 5.3 If you do not pay an invoice issued to you by the relevant due date, we reserve the right to charge an additional fee on all invoices not paid within 7 days at a rate of £250.00 plus VAT. This additional fee will be charged each time we have to chase for payment to be made, whether before or after any judgment; and/or suspend the Services.
- 5.4 We will send all invoices to you by email unless we have agreed otherwise in writing.
- 5.5 If additional work to that stated in the Instruction Form is required either because you ask us to undertake it, or we advise you that it is necessary due to subsequent matters which arise during our performance of the Services, or which we could not reasonably have foreseen, we will provide you with a further fee quotation for the additional work. Once you have given your approval for the additional work to be undertaken, we will confirm your additional instructions in writing.

#### **6. Notice of the Right to Cancel**

- 6.1 You have the right to cancel the Services within 14 days of instructing us (the “**Cancellation Period**”) as determined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 6.2 We will not provide the Services for a period of 14 days unless you have authorised us to provide the Services within the Cancellation Period in writing. In this event, we will provide you with a full refund of any Fees received. However, where you have provided such authorisation to provide the Services in the Cancellation Period then cancel within the Cancellation Period, we will only charge you for the Services provided up to the date of cancellation on a proportionate basis in relation to the overall scope of services.
- 6.3 In determining the Fees payable in clause 6.2 above, we will:
  - 6.3.1 confirm our calculations for any additional charges / refund to you in writing;
  - 6.3.2 refund you the balance of any Fees made to us on account once our revised Fees have been deducted; and/or
  - 6.3.3 adjust the sums due and request payment from you for the revised Fees if we do not hold funds on account for you.
- 6.4 In the event that you choose to exercise your right to cancel within the Cancellation Period, you must inform us of your decision to cancel the Services by a clear statement (e.g. by a letter sent by post or by email).
- 6.5 Cancellation notices shall be deemed served upon us:
  - 6.5.1 in the case of a Cancellation Notice sent by post, at the time of posting; and
  - 6.5.2 in the case of a Cancellation Notice sent electronically, on the day it is sent.

## **7. Confidentiality**

- 7.1 We take confidentiality very seriously and will keep any reasonably confidential information which we acquire about you and your affairs strictly confidential and will only use it for the purposes of providing the Services to you.
- 7.2 Where you have instructed us as a joint Client (e.g. husband and wife/partners), you hereby authorise us to discuss the Services with either of you at any time, unless you inform us otherwise in writing.
- 7.3 We may be required at times to disclose confidential information about you to third parties including, but not limited to, our referral partners (where you are a mutual client), contractors, agents, auditors, external assessors, HMRC and/or our professional indemnity insurers or brokers. However, to the extent permitted by law, we will ensure that they are subject to confidentiality obligations at least as onerous as those set out in this Agreement. We may also be obliged to disclose confidential information about you by law.
- 7.4 This clause 7 shall survive termination of these Terms, however arising.

## **8. Data Protection**

- 8.1 We will only process your personal data in accordance with applicable data protection and privacy laws and regulations.
- 8.2 We will only store your personal data for the duration reasonably required, but please note that where we arrange for the storage of Wills on your behalf, we will retain your details for at least seven years after the Will has been released to your executors.

## **9. Termination**

- 9.1 We may not terminate the Services unless we give you notice in writing and have good reason to do so. Circumstances which may lead us to stop acting for you include:
  - 9.1.1 Failing to pay an invoice;
  - 9.1.2 Failing to make a payment on account when requested to do so;
  - 9.1.3 Failure to provide instructions;
  - 9.1.4 Your instructions are illegal or immoral;
  - 9.1.5 Conflict of interest;
  - 9.1.6 Breakdown in trust and confidence;
  - 9.1.7 You become bankrupt; and/or
  - 9.1.8 Any other breach by you of the Terms.
- 9.2 Subject to clause 6, but notwithstanding any other provision, if you or G&T Wills terminate the provision of the Services, all Fees will become due and payable immediately.

## **10. Intellectual Property Rights**

- 10.1 We will retain full ownership of all copyright and other intellectual property rights in all Documents, materials, advice or other works that we create or develop on your behalf in the provision of the Services.
- 10.2 Upon payment of the Fees in full, we will grant you a perpetual, irrevocable, worldwide, non-exclusive and non-transferable licence to use such Documents, materials, advice or other works, but only if such use is for the purpose for which the Services were provided.

## **11. Exclusions and Limitation of Liability**

- 11.1 This clause sets out our entire liability to you in relation to the provision of the Services.
- 11.2 We shall not be liable to you or be deemed to have breached these Terms by reason of any delay or failure in performing the Services or any of our obligations to you, if the reason for the delay or failure was due to circumstances beyond our reasonable control, or where you have failed to comply with your obligations.
- 11.3 Nothing in these Terms shall exclude or restrict our liability to you for fraud, or for death or personal injury which occurs as a result of our negligence.
- 11.4 Subject to clause 11.3, if we breach our duties to you, our liability will be limited as follows:
  - 11.4.1 we shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses howsoever arising and whether in contract, tort, negligence, breach of statutory duty or otherwise;

- 11.4.2 if any third parties are also responsible for the loss suffered by you we shall only be liable for our proportionate liability, irrespective of whether you are able to recover the balance of your loss from any others responsible;
- 11.4.3 we will not be liable for agents appointed by us in good faith on your behalf, or for any act or omission by them; and
- 11.4.4 our maximum liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with these Terms will be limited to an amount equal to the Fees paid or payable by you for the relevant Services giving rise to such claim for damages.
- 11.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 11.6 The provision of the Services to you by us are for your benefit only and may not be relied upon or used for any other purpose or by any third party.

## **12. Other Advisers**

- 12.1 From time to time it may be necessary to involve other professional advisers or service providers in the provision of the Services to you. We may instruct, liaise or coordinate advice from other professional advisers or service providers, including foreign advisers, on your behalf as appropriate.
- 12.2 We will not be responsible for any advice given or work undertaken by other professional advisers or service providers or for payment of their fees.

## **13. Client Care**

- 13.1 We are committed to providing you with a high quality service. An essential part of that service is that we will communicate effectively with you so that you are kept informed of progress.
- 13.2 We maintain a full complaints policy which details the procedure for raising a complaint if you are unhappy with the work we have carried out for you. A copy of our complaints policy is available on request.
- 13.3 If we are unable to resolve your complaint, you may refer the matter in writing to The Society of Will Writers, whose contact details are: Complaints Department, The Society of Will Writers, Chancery House, Whisby Way, Lincoln, LN6 3TQ.
- 13.4 If you are not satisfied with the outcome of your complaint to the Society of Will Writers or choose not to refer the issue to them, you may at any time take legal advice as to your rights.
- 13.5 We comply with The Society of Will Writers Code of Practice, a copy of which is available on request.
- 13.6 A customer satisfaction survey is also available from the person responsible for your matter on request. The survey is also available online at [www.willwriters.com/satisfactionsurvey.html](http://www.willwriters.com/satisfactionsurvey.html).

## **14. Storage of Documents**

- 14.1 We offer an optional Secure Document Storage Service.
- 14.2 As part of our standard service, we offer you the first year of secure storage of your Will and related documents for free. After this period, you will be contacted to ask if you would like to continue with storing your documents. If you do not wish to continue with storing your documents, they will be returned to you via Royal Mail Signed For First Class post.
- 14.3 This secure storage service is subject to an initial term of 12 months (this is on a free of charge basis in accordance with our standard service) ("Initial Term"), and shall renew for further consecutive 12 month periods (each a "Renewal Period") unless you provide G&T Wills with at least one month's prior written notice before the end of the Initial Term or the end of a Renewal Period.
- 14.4 Payments for this storage service will be on an annual basis.
- 14.5 G&T Wills will register the existence of your Will with The National Will Register. This will include your full name, date of birth, current address and the date of your Will.

## **15. Miscellaneous**

- 15.1 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty

(whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

15.2 If we fail to enforce these Terms, or we fail or delay to exercise any rights or remedies under these Terms and/or law, it shall not be deemed a waiver of our right to enforce them at any subsequent time.

15.3 Third parties shall not have any right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.

15.4 All notices must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's address specified in an Instruction Form or such other address as is notified to the other party in writing. It is agreed that serving notice by email or fax will not be an effective method of providing notice under these Terms.

15.5 We reserve the right at any time to modify these Terms and to impose new or additional terms or conditions. If you continue to use the Services after being notified of any such modification or additional terms, you will be deemed to have accepted these changes and they will be incorporated into these Terms.

15.6 Subject to clause 15.5, no variation of these Terms will be effective unless it is in writing and signed by the parties.

15.7 The Terms are personal and therefore you may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

15.8 Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.9 If any provision in these Terms is found by any court to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remainder of this Agreement will continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

## **16. Governing Law and Jurisdiction**

16.1 These Terms and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) is governed by English law and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

**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: G&T Wills  
17e Back Lane, Wymondham, Norfolk, NR18 0QB  
or  
[admin@gtwills.co.uk](mailto:admin@gtwills.co.uk)

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

Ref: \_\_\_\_\_ (can be found on your receipt/invoice)

Date Contract Commenced: \_\_\_\_\_

Consultants Name: \_\_\_\_\_

Signed

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Name and Address


Date

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