

## 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 Company. 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 Company and the Client.

### 1. Definitions and Interpretation

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

<b>“Calendar Day”</b>	means any day of the year;
<b>“Cancellation Form”</b>	means the form attached to these Terms and Conditions as Schedule 1;
<b>“Cancellation Notice”</b>	means the notice attached to these Terms and Conditions as Schedule 1 or such other written document containing the same information, produced by the Customer;
<b>“Contract”</b>	means the contract for the purchase and sale of the Services under these Terms and Conditions;
<b>“Customer”</b>	means the individual purchasing the Services from the Seller who shall be identified in the Order;
<b>“Order”</b>	means the customer’s completed order for the purchase and provision of Services;
<b>“Payment Information”</b>	means all information required to take the required payments from the Customer and includes, but is not limited to, credit/debit card details and residential address details;
<b>“Sales Literature”</b>	means any and all brochures, catalogues, leaflets, price lists and other documents providing details of Services available and pricing information for those services;
<b>“Seller”</b>	means Luckings & Co. Wills and LPAs
<b>“Services”</b>	Means the services which the Seller is to provide in accordance with these Terms and Conditions, any specific terms which apply only to those services, and as specified in the Order.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.21 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.22 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;
- 1.23 “these Terms and Conditions” is a reference to these Terms and Conditions and the Schedule as amended or supplemented at the relevant time;
- 1.24 a Schedule is a schedule to these Terms and Conditions; and
- 1.25 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.

2. **Procedures**

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

3. **The Company undertakes to:**

- 3.1 Comply with your instructions with reasonable skill, care and expedition appropriate to your needs.
- 3.2 Provide you with the best advice on matters relating to the Will Writing 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 you in advance and you are under no obligation to proceed with any ancillary services offered. However, in some circumstances you 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 need of the client. Regarding the dispatch of documents Company must adhere to the following timescales unless otherwise agreed in writing with the client at the time that the client's instructions are received. The following timescales take effect immediately upon the Client providing all the information required to complete the agreed instructions.
- 3.31 Dispatch of Draft documents – 14 working days
- 3.32 Dispatch of executable documents AFTER drafts are approved – 14 working days
- 3.33 Dispatch of executable documents if drafts are NOT supplied – 14 working days
- 3.4 However where circumstances occur, including those which are beyond the Company’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.
- 3.5 Maintain the strictest confidentiality and not to pass on your details to any other

organisation without your express written permission unless legally required to do so and shall comply with all legislation in force relating to data protection. For more information on how we hold your data please view our privacy notice (<https://www.luckingsandco.co.uk/english-privacy-policy>) which will be provided to you in addition to these terms of business.

- 36 Offer an attestation service that supervises the signing and witnessing of your Documents at your home. The Company 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 Company. 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 and the Company will check the documents for free after they have been signed to ensure validity. It is your responsibility to send the documents to our Company after you have signed them if you would like them checked.
- 37 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 Company 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.
- 38 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 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.
- 39 Where the company cannot legally or practically follow the instructions given by the client, the company must explain any differences between the client's instructions or expectations and the documents to be provided.

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

- 41 The Customer has the right to cancel the Contract within the Cancellation Period as determined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 42 The Seller is Luckings & Co.
- 43 For the purposes of this Cancellation Notice, the Reference Number to be quoted in all communications is: As detailed on the Customers invoice/receipt.
- 44 The Customer has the right to cancel the Contract within 14 Calendar Days of receipt of this notice (the "Cancellation Period").
- 45 The Customer may be required to pay for Services provided if provision of the Services has commenced with the Customer's written agreement prior to the end of the Cancellation Period.
- 46 In the event that the Customer chooses to exercise their 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.
- 47 Cancellation Notices must be sent to the Seller at the following addresses:
- 471 A Cancellation Notice sent by post or delivered by hand must be sent to:  
Mrs Emma Luckings, 5 Needham Street, Gazeley, Newmarket, Suffolk, CB8 8RR

472 A Cancellation Notice sent by email must be sent to:  
emmaturner@luckingsandco.com

48 Cancellation Notices shall be deemed served upon the Seller:

481 In the case of a Cancellation Notice sent by post, at the time of posting; and

482 In the case of a Cancellation Notice sent electronically, on the day it is sent.

49 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

51 If the Customer 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.

52 The Customer must inform the Seller of their exercise of the Right to Cancel within the period required by Clause 4.

53 If the provision of Services has commenced, at the Customer's written request, prior to the giving of notice by the Customer and the end of the Cancellation Period, the Seller shall remain entitled to any monies constituting the value of such Services.

531 Where the Customer has already made payment to the Seller, any refund issued shall be less the relevant sum determined under sub-Clause 5.3.

532 Where the Customer is yet to make payment to the Seller, the sum due from the Customer shall be adjusted accordingly.

533 The Seller will inform the Customer in writing of the relevant calculations involved in determining sums deductible or payable under this Clause 5.

54 If the provision of Services has commenced prior to the giving of notice by the Customer and the end of the Cancellation Period without the Customer's written request, the Seller shall not be entitled to any monies constituting the value of such Services.

55 If the Customer requires their Documents urgently and require that the Company commence work prior to the expiration of the cancellation period the Customer can agree to waive their rights under the Regulations by signing a waiver agreement. 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. This should be provided in writing.

## 6. Liability

61 If the Seller fails to perform the Services with care and skill it shall carry out remedial action at no extra cost to the Customer.

62 The Seller shall not be liable to the Customer 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 Customer has failed to meet their obligations under Clause 8 below.

## 7. The Customers Obligations are:

71. To disclose all relevant facts and answers to all the questions asked to allow the Company to provide accurate advice and to produce an effective legal Document. The Company 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 effect the validity or content of your Documents or advice given.

72 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.

- 73 To return the Documents together with any amendments to the Company as soon as possible. If you fail to return the Documents to the Company, the Company shall accept no liability for the draft Documents. The Company shall not be responsible for any delay due to your failure to comply with the above.
- 74 To notify the Company if you do not receive your draft Documents within two weeks of the first appointment, unless otherwise agreed.
- 75 To pay the fee due for the provision of Will Writing Services in full and in accordance with the terms of our invoice.
- 76 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**

- 81 The Company is committed to providing the Customer with a high quality service. An essential part of that service is that the Company will communicate effectively with the Customer so that they are kept informed of progress.
- 82 The Company maintains a full complaints procedure to which any complaint should first of all 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 3LQ. The Company 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 <https://www.willwriters.com/public/customer-satisfaction-survey/>

## 9. **Joint Instructions and Conflict of Interest**

- 91 Where instructions are provided jointly by two individuals (such as spouses, civil partners, or cohabiting partners) for the preparation of Wills or other documents, the Company will act on the basis that those instructions are mutual and that all information disclosed by either party may be shared with the other.
- 92 In the event that the relationship between the individuals subsequently breaks down or if a conflict of interest arises or is reasonably suspected, the Company reserves the right to cease acting for both parties. In such circumstances, both parties will be notified, and the Company will advise that each party seeks independent legal advice. The Company will not act for either individual unless both provide written consent and the Company is satisfied that no conflict or confidentiality issue arises.
- 93 Each Party acknowledges and agrees that in such circumstances, no part of the jointly given instructions, draft documents, or related information may be relied upon or used by either party individually unless agreed in writing by both parties.

## 10. **Document Retention**

- 10.2 The Company retains client files, attendance notes, correspondence and related documents for a minimum period of 12 years following completion of the matter. Documents may be retained for longer where required by law, regulatory obligations, will-storage arrangements, or where reasonably necessary to protect the interests of the client or the Company.

## 11. **LPA Registration Services**

- 11.2 Where instructed, the Company may submit Lasting Powers of Attorney to the Office of the Public Guardian on the Client's behalf. Such submission will only be made following receipt of the Client's written authority. Any registration fees payable to the Office of the Public Guardian remain the responsibility of the Client unless otherwise agreed in writing.



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

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

Signed Testator 1: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed Testator 2: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
On behalf of the Company

Dated: \_\_\_\_\_