

Letter of Engagement

Estate Planning Solutions (hereinafter referred to as “the Company”) is a member 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 free of charge either from the Company or from the IPW at the address on page 3 of this document. Any instances of non compliance with the IPW Code of Practice should be addressed to the IPW. The purpose of this Letter of Engagement is to explain to you what your rights and obligations are and what rights and obligations the Company has. 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 <https://www.ipw.org.uk/public/review-a-member>

1. Fees

The Company’s fees for writing Wills and for any additional products or services are available upon request

2. Our obligations

- a. The Company usually operates a two visit system.
- b. The first appointment, whether remote (Zoom or telephone) or face-to-face, is to discuss your situation, your estate planning requirements and to provide you with guidance and advice in relation to your options. We will then take your instructions, if appropriate, obtaining as much information as is needed to enable us to draft your documents accurately.
- c. If a subsequent appointment is necessary to take instructions this is included within the fees charged.
- d. If appropriate, an attestation appointment may be held, either remotely or face-to-face. The purpose of the attestation appointment is to explain your documents to you and to explain the process for signing and witnessing them validly “the signing process”. We reserve the right to charge for this service.
- e. Ensuring that all your documents produced are legally valid, is important to us. Where an attestation appointment is not held the Company will always provide clear written guidance in relation to the signing process.
- f. In addition, in all cases we offer to check that all documents returned to us appear to have been signed and witnessed correctly, at our own expense (**‘validity checking service’**). However, we cannot warrant a document was validly executed unless supervised at a face-to-face attestation appointment.
- g. 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 follow the advice provided by the Company.
- h. 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.
- i. 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.
- j. 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. Should you have any queries regarding the insurance, please contact us.

- k. 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. Should you have any queries regarding the insurance, please contact BEAM at Fifth Floor, Trinity Point, New Road, Halesowen B63 3HY.
- l. 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.
- m. The costs of correcting any error or omission on the part of the Company shall be borne entirely by the Company.
- n. The Company will respond to all reasonable requests for advice in relation to your matter without additional charge during your lifetime but reserve the right to charge where such requests demand a disproportionate level of work, relevant to the initial fee. Such additional charges will be provided to you in advance.

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.
- b. To provide sufficient evidence of your identity to enable the Company to confirm your identity and/or comply with Anti Money Laundering Regulations.

4. Timescales

- a. Unless otherwise advised we will produce draft Wills for your approval. These will be sent to you either by post or e-mail as agreed in 7-10 working days from the date on which the Company has all the information that it requires to complete your documents, subject to the nature and complexity of the instructions, and any third-party involvement.
- b. Your completed documents will be available for signing no earlier than 10 days and no later than 28 days from the date on which the Company has all the information that it requires to complete your documents, subject to the nature and complexity of the instructions, and any third-party involvement.
- c. In the event that the Company is unable to meet the above timescale we will contact you to explain why we have been unable to meet our standard timescales.
- d. 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

- a. Any fees charged becomes due and payable as follows; a minimum of 50% of the total fee is due on completion of the instruction taking process. The balance is due on completion of the documents, unless otherwise agreed.
- b. Payments may be made by BACS transfer, cheque, credit card, debit card, or cash (subject to compliance with Money Laundering Regulations 2007).
- c. Where part of the fee paid to the Company is for services provided by an external solicitor or other external party we will receive that part from you as Agent and forward it to them. Accordingly you will receive a separate Terms of Engagement agreement from them and a separate VAT receipt for any payment made to them.
- d. Occasionally part of our fee may be paid to a third party by way of a marketing fee and similarly we may receive a fee for introducing you to a third party who provides services to you. If required, further details can be obtained upon request in writing.

6. Document storage

- a) The Company offers an independent document storage service through our professional storage partner. This facility allows you to store any documents at no additional cost. Your Will should be reviewed at least once 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. This list is not exhaustive.
- b) You may request in writing, (bearing your signature), for us to return your documents to you to a UK mainland address using Royal Mail Recorded Delivery postal service for a fee of five pounds. This must be paid to us in advance, including any overdue storage payments. We will not accept any liability for any loss of documents beyond our control.
- c) You may request in writing, (bearing your signature), for us to return your documents to you by Royal Mail Special Delivery postal service, subject to a handling fee (currently £10.00). This must be paid to us in advance, including any overdue storage payments. We will not accept any liability for any loss of documents beyond our control.
- d) For an Executor or other authorised Personal Representative to retrieve documents from storage we will follow the above procedure but will also require proof of identity, confirmation of your death and a signed indemnity form/receipt from your Personal Representative.
- e) Clients with a storage account may amend documents from time to time without additional legal charge, (amendments are limited to altering existing clauses but exclude incorporating additional clauses). There will be a postage and handling fee, which is currently £9.50 per person. The Company reserves the right to change this fee without notice to reflect increased postage and materials cost. There will be no charge if you collect your documents from our office by prior appointment.

7. Complaints

- a. The Company is committed to providing you with a high-quality service. If you are not happy with any aspect of the service provided by the Company, you should, in the first instance, contact our Managing Director Mr P Dodsworth, at the address below whose telephone number is 01625 540033.
- 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 Managing Director Mr P Dodsworth 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.
- c. If you are not happy with the results of the investigation by the Company, you can contact the Institute of Professional Willwriters who operate an Alternative Dispute Resolution process called IPWADR that will consider your complaint. Please note that you **MUST** raise your complaint with the Company before you can access the IPWADR. The contact details for IPWADR are

IPWADR, Trinity Point, New Road, Halesowen, B63 3HY

www.ipw.org.uk/professional/making-a-complaint

- d. These complaints procedures do not prevent you from seeking other means of redress.

8. Use of personal information

The legal basis on which any personal information that the Company collects from you, or that you provide to it, will be processed as follows. This information may be collected during meetings, by completing a contact form on the Company website, in correspondence or in telephone conversations.

- a. Personal information may be processed by the Company for a number of legitimate purposes, including:
 - To carry out its obligations under this agreement.
 - To provide you with information, products and/or services which the Company believes may be of interest to you, provided that you have given your consent.
 - For accounting purposes and statistical analysis.

- b. The Company will maintain client files for a period of 6 years after your death, 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.
- c. The Company may disclose your personal information to its partner firms and/or sub-contractors who it relies on to be able to provide its services to you, but in doing so it will ensure that they apply the same or greater controls in terms of data protection as the Company does.
- d. The Company may also disclose your personal information in the following circumstances:
 - If the Company or substantially all of its assets are acquired by a third party, in which case personal information held by us about our customers will be one of the transferred assets.
 - To prevent fraud or if required to do so by law.
- e. Other than as provided in sections (a) to (d) above, the Company will not disclose any personal information to anyone outside of the Company without your specific permission.
- f. Whenever the Company processes personal information as described in sections (a) to (d) above it will ensure that it always keeps the Personal Data rights of you and anyone whose personal information that you provide in high regard and will take account of these rights. You have the right to object to this processing and if you wish to do so, please contact the Company at the address below. Please bear in mind that if you object, it may affect the ability of the Company to carry out its obligations under this agreement and/or to provide products or services to you.
- g. All personal information will be held by the Company under appropriate security and within the UK GDPR.
- h. You have a right to request a copy of the personal information provided by you that the Company processes. If you would like a copy of some or all of this personal information, please contact the Company at the address below.
- i. The Company wants to make sure that personal information that it processes is accurate and up to date and you may ask it to correct or remove information that you think is inaccurate.
- j. If you wish to raise a complaint on how your personal information has been handled, please contact us and we will investigate further. If you are not satisfied with our response or believe we are not processing your personal information in accordance with the law, you can complain to the Information Commissioner's Office (ICO). Their contact details are given at the bottom of this page.
- k. Further information is available on our Privacy Policy which is available to view on our website.

***Estate Planning Solutions
Second Floor, Chadsworth House, Wilmslow
Road, Handforth, Wilmslow, Cheshire SK9 3HP***

T: 0800 781 6658

E: info@estplan.co.uk

**Institute of Professional
Willwriters**

Trinity Point
New Road
Halesowen
B63 3HY

www.ipw.org.uk
compliance@ipw.org.uk
Tel 0345 2572570

**Information Commissioner's
Office**

Wycliffe House
Water Lane
Wilmslow
SK9 5AF

www.ico.org.uk
Tel 0303 123 1113

The Company has an interest in sharing your personal information with our voluntary regulator, the Institute of Professional Willwriters (IPW) to enable them to monitor compliance with their Code of Practice and to test levels of customer satisfaction. If you consent to your information being used for this purpose, please tick this box:

I agree

We may from time to time wish to contact you with newsletters or information regarding products and/or services which we provide. If you consent to us contacting you for this purpose please tick to say how you would like us to contact you:

Post

Email

Telephone

We would also like to pass your details to any third party individual organisation who we believe offer services that would be of benefit to you – such as financial planning – so that they can contact you by post with details of the services that they provide. If you consent to us passing on your details for that purpose please tick this box:

I agree

Please note that any consents given by you can be withdrawn by you at any time. You can inform us by post, telephone or email.

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 Estate Planning Solutions before signing. Only sign if you wish to be bound by this Letter of Engagement.

Signed:.....

Signed:.....

Print Name:.....

Print Name:.....

Date:.....

Date:.....

**YOU HAVE CANCELLATION RIGHTS
SEE NOTICE ON NEXT PAGE**

Notice of the right to cancel

- a) You have a right to cancel this agreement with Estate Planning Solutions within 14 days of the date of this agreement by writing to the Company at the postal address or the email address above and you will not be required to make any payment.
- b) You can cancel this agreement with Estate Planning Solutions later than 14 days after the date of this agreement by writing to the Company at the postal address or the email address above. 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 below but you do not have to. 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 the Company.
- d) The Company will acknowledge receipt of notice of cancellation in writing within 14 days.
- e) You can request 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 first give us information to enable us to complete work for you. Should you subsequently cancel the contract within 14 days of the date that you first give us information to enable us to complete work for you, you may have to pay for any work that was carried out on your behalf before you cancelled in accordance with the reasonable requirements of this agreement.

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: Estate Planning Solutions, Second Floor, Chadsworth House, Wilmslow Road, Handforth, Wilmslow, Cheshire SK9 3HP

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:.....