



## **Terms of Business**

### **Definitions:**

The Term, *the company*, shall mean Thornton and Baines Legal.

The Term, *the client*, shall mean you; the term *you* and *your* shall mean *the Client*.

*The Society* shall mean The Society of Will Writers and Estate Planning Practitioners.

For the purposes herein, Will or Wills shall include any other document as is prepared in accordance with your instructions.

### **1. Procedures**

At the initial appointment, a discussion of your requirements for estate planning will take place and any queries or questions you may have will be explained and discussed as necessary.

### **2. The Company undertakes to:**

- a) To provide you with the most suitable advice on matters relating to your estate planning requirements. In some cases this may mean other documents need to be drawn up or other action taken, which may incur 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.
- b) To dispatch your documentation, by first class post, within 14 days of the initial appointment or prior to any additional meetings that may be arranged. However, where circumstances occur which are outside of the Company's control which will result in a delay beyond this period, you will be given a full written explanation and the documents produced as soon as is possible. In any event the Company shall produce and dispatch any documentation to you within 30 days of having taken the initial instruction.
- c) To maintain the strictest confidentiality and not to pass on your name or details to any other organisation without your express written permission. The Company is registered under the Data Protection Act 2018, and therefore all information disclosed to us will remain totally confidential.
- d) If instructions are taken for a Will, the Company undertakes to refund any money paid in respect of the preparation of your Will(s) should you change your mind within 10 working days from the date of taking your instructions. However 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. The Company offers an Attestation Service that supervises the signing and witnessing of your Will(s) at your home. The Company will not take responsibility for ensuring the validity of your Will(s) where the Attestation Service has not been taken up and the execution supervised by an agent of the Company. The signing of your Will(s) (the Execution) must be carried out according to the law of England and Wales in order for your Will(s) to be valid. The Will(s) will be supplied to you with full written instructions of how these should be completed.

- e) Where the Company offers a Will Storage service, 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 Will(s) unless requested. 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.

### **3. Your Obligations are:**

- a) In order for the Company to provide accurate advice and to produce effective documentation you are required to disclose all relevant facts and answers to all questions asked. The Company shall not accept liability in respect of information which was not disclosed, and therefore not documented by the person taking your details, and which comes to light at a later date as being of relevance and which may effect the validity of the advice given by the Company.
- b) To read through any documentation that we produce for you to confirm that any information you have provided is correct and has not changed since the initial meeting.
- c) It is your responsibility to return the documents together with any amendments to the Company within ten days of receipt. If you fail to return the documents to the Company, the Company shall accept no liability.
- d) The Company shall not be responsible for any delay due to your failure to comply with the above.
- e) To notify the Company if you do not receive any documentation that we have agreed to send you.

### **4. Fees**

- a) The Company does not charge a fee for an initial meeting.
- b) The fees for our Inheritance tax and Estate Planning service will be discussed with your adviser at the first meeting. We reserve the right to charge for any third party costs, disbursements, or non-standard cases. We will inform you of these before finalising your business.
- c) Fees for any Inheritance tax and Estate Planning services are to be paid in full at the time of taking instructions. Fees are payable for our services or advice that you go ahead with.
- d) Payments can be spread over 3 months for large fees, however an additional charge would be put in place for this service.
- e) 1% of estate value for probate work.

### **5. Client Care**

- a) The Company is committed to providing you with a high quality service. An essential part of that service is that we will communicate effectively with you and that you are kept informed of progress.
- b) The Company operates a full Customer Care Service of which all our staff are fully aware and the Company maintains a full complaints procedure to which any complaint should first of all be addressed to Terry Murphy MLIA (dip) MSWW.
- c) The Company complies with the Society of Will Writer's Code of Practice of which a copy is available upon request.
- d) All Wills and advisory documents are reviewed for compliance purposes.

### **6. Data Protection**

We comply with the Data Protection Act 2018 and a copy of your file is available at all times. We will make our recommendations to you based on the collection of relevant data and this will be maintained on our files unless you specifically request us not to do so. We may in the future use this information to contact you with information about products or services, which we feel may be of interest.