

TERMS OF BUSINESS

The following standard terms of business apply to all instructions accepted by Certainty Estate Planners Limited (the Company), a member of Business Class Group Limited (the group). All work carried out in the provision of Estate Planning 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.

Certainty Estate Planners Limited is a member of the Institute of The Society Of Will Writers (SWW) and it is mandatory that it operates in accordance with the SWW Code of Practice, copies of which are available free of charge either from the Company or from the SWW. Any instances of non-compliance with the SWW Code of Practice should be addressed to the SWW. 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.

1 DEFINITIONS

- 1.1 The 'Company' shall mean Certainty Estate Planners Limited
- 1.2 The 'Client' shall mean anyone instructing the Company for the provision of estate planning services
- 1.3 The 'Society' shall mean the Society of Will Writers
- 1.4 'Estate Planning Services' shall mean the provision of Wills, Lasting Powers of Attorney, Trust Deeds, Living Wills, Notices of Severance and other services of a legal nature provided by the Company to its clients. It shall also mean inheritance tax advice and other tax planning advice in connection with the preparation of Wills. The Company does not advise on funeral plans.
- 1.5 'Documents' shall mean Wills, Lasting Powers of Attorney, Trust Deeds, Living Wills, Notices of Severance or other documents of a legal nature produced as part of the Will writing services
- 1.6 'VAT' shall mean Value Added Tax

2 FEES

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

- 2.1 All fees include VAT unless otherwise stated. However, if the rate of VAT changes between the date of the order and the date of delivery, the Company will adjust the VAT unless payment has been made in full before the change in the rate of VAT takes effect.
- 2.2 Fees for registration of Lasting Powers of Attorney do not include VAT as the Company merely acts as an agent for the Office of the Public Guardian and therefore all related fees are exclusive of VAT.

3 PROCEDURES

- 3.1 The Company usually operates a telephone appointment system. The initial phone call is to discuss your situation and your requirements, and to provide Estate Planning Services after obtaining as much relevant information as possible in order to enable us to draft your Documents.
- 3.2 The Company undertakes to;
 - i Give the Client the best advice relating to Estate Planning Services. In some cases, this may require additional products or services, provided at extra cost either by the Company, or a company recommended by us. You are under no obligation to take up any product or service, but if you instruct the Company to draft Documents contrary to the Company's advice, the Company reserves the right to:
 - a. withdraw from providing the Client with Estate Planning Services.
 - b. require the Client to sign a Disclaimer that they do not wish to take the Company's advice



- ii Dispatch your Draft Documents by electronic mail within 14 days of taking your instructions where the Company has all of the information required to complete the Documents. If circumstances occur, and which are outside of the Company's control, from which will result in a delay beyond this period occurs, you will be given a full written explanation and the opportunity to renegotiate the contract or cancel the agreement with a full refund being provided.
 - iii Dispatch your Final Documents to you for signing 14 days from the date on which the Company has received your approval of the draft Documents, be it via written or electronic means.
 - iv Maintain the strictest confidentiality and not to pass on your details to any other organisation external to the group without your express written permission unless legally required to do so and shall comply with all current legislation in force relating to data protection.
 - v The Company will not take responsibility for ensuring the validity of the Client's Documents where the Client does not send these back to be checked.
 - vi The Company will refund any money paid in respect of the preparation of your Will(s) should you wish to withdraw from this Agreement before your instructions have been taken. Cancellation once instructions have been taken, but before your Draft documents have been provided, will be subject to a non-refundable amount totalling no more than 20% of the total fee due.
- 3.3 The company retains the right to withdraw from any case in a situation where drafting the Documents would be considered by the Company to put it in undue risk.
- 3.4 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.

4 THE COMPANY'S OBLIGATIONS

- 4.1 The Company has Professional Indemnity Insurance of £2 million 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 Customer Services at the address below.
- 4.2 The Company has Public Liability Insurance of £5 million 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 Customer Services at the address below.
- 4.3 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.
- 4.4 The costs of correcting any error or omission on the part of the Company shall be borne entirely by the Company.
- 4.5 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.

5 THE CLIENT'S OBLIGATIONS

- 5.1 The validity, accuracy and suitability of any documents that we provide will partly depend upon the honesty, completeness and accuracy of the Client's answers to the Company's questions. The Company therefore requires the Client to be open and honest with the information that the Client provides to us. The Company will not be held responsible for any consequences arising from inaccurate or incomplete information provided by the Client.
- 5.2 To read through the draft Documents sent via electronic and/or postal means to confirm that all details of the Documents are correct including, but not limited to, spelling of names and addresses, correct distribution of your estate with the correct percentages specified. The Company will not be held responsible for any consequences if you fail to notify us of any changes that are required before the draft Documents are approved. The Company will not be held responsible for any delay due to your failure to comply with the above.
- 5.3 The Company reserves the right to impose an administration charge for the re-production of documents on the Client if the Client fails to notify the Company of any changes to their Documents before the draft copies are approved, and the final copies are subsequently posted to the Client.



- 5.4 The Company reserves the right to impose an administration charge for the re-production of documents on the Client if the Client fails to correctly sign the Documents having been provided with instructions on how to do so.
- 5.5 To provide sufficient evidence of the Client's identity to enable the Company to confirm the Client's identity and/or comply with Money Laundering Regulations.

6 PAYMENT

- 6.1 Payment will be required, in full, on completion of the instruction taking process at the end, or on the first appointment where full instructions are taken.

7 NOTICE OF THE RIGHT TO CANCEL

- 7.1 You have a right to cancel this agreement with Certainty Estate Planners Limited within 14 days of the date of this agreement by writing to the Company at the postal address or the email address and you will not be required to make any payment
- 7.2 You can cancel this agreement with Certainty Estate Planners Limited more than 14 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 clause 3.2 (ii) above, you will be liable to pay half of the full fee.
- 7.3 Where notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery, however cancellation will be deemed as served as soon as it is posted or sent to the Company.
- 7.4 The Company will acknowledge receipt of notice of cancellation in writing within 14 days.
- 7.5 You can request 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 on your behalf, you may have to pay for any work that was carried out 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 send (which may be by electronic mail) and send it to the Company.

8 COMPLAINTS

- 8.1 If the Client is not happy with any aspect of service provided by the Company you should first of all contact enquiries@certaintyestateplanners.co.uk or call +44 20 3835 3115.
- 8.2 If you wish to make a complaint about any aspect of service provided by the Company, you must, in the first instance write to Customer Services at Certainty Estate Planners Limited, 5/6 Kensington, Cockton Hill Road, Bishop Auckland, County Durham, DL14 6HX. You will receive an acknowledgement within 5 days of receipt. The Company will then investigate the circumstances of your Complaint and write to you with the results of the investigation within 56 days of receipt of the Complaint.
- 8.3 If you are not happy with the result of the Investigation by the Company, you can write to the Society of Will Writers who will instigate a Conciliation Process to help the Client and the Company to reach a mutually satisfactory agreement.
- 8.4 If you are not happy with the result of the Conciliation Process or if you choose not to take up the Conciliation Process following the Investigation, you can write to the Estate Planning Arbitration Scheme (EPAS) at EPAS, IDRS Limited, 70 Fleet Street, London, EC4Y 1EU, providing at least 56 days have elapsed from the date of the initial complaint. The EPAS will investigate your complaint and make a formal judgement but there will be a cost to you if you take this option.

8.5 These complaint procedures do not prevent you from seeking other means of redress.

9 USE OF PERSONAL INFORMATION

9.1 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 conversation.

9.2 Personal information may be processed by the Company for a number of legitimate purposes, including:

- a. To carry out its obligations under this agreement
- b. 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
- c. For accounting purposes and statistical analysis

9.3 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

9.4 The Company may disclose your personal information to group members, 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

9.5 The Company may also disclose your personal information in the following circumstances:

- a. 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
- b. To prevent fraud or if required to do so by law

9.6 Other than as provided in 9.2 to 9.5 above, the Company will not disclose any personal information to anyone outside of the group without your specific permission.

9.7 Whenever the Company processes personal information as described in sections 9.2 to 9.5 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.

9.8 All personal information will be held by the Company under appropriate security within the United Kingdom.

9.9 You have the right to request a copy of the personal information provided by you that the Company processed. If you would like a copy of some or all of this personal information, please contact the Company at the address below

9.10 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

9.11 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 as follows:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF

www.ico.org.uk

Tel: 0303 123 1113

Please tick:

☐ I/We DO NOT give consent for my/our details to be passed to the SWW 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 estate planning services.

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 Certainty Estate Planners Limited before signing. Only sign if you wish to be bound by these Terms of Business.

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 **Certainty Estate Planners Limited** within 14 days of the date of this agreement by writing to the **Certainty Estate Planners Limited** 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 **Certainty Estate Planners Limited** 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 on your behalf, you may have to pay for any work that was carried before you cancelled, in accordance with the reasonable requirements of this agreement.

If you wish to cancel this agreement, you MUST DO SO IN WRITING and deliver it personally or send it (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 CONTRACT

To: **Certainty Estate Planners Limited**, 5/6 Kensington, Cockton Hill Road, Bishop Auckland, County Durham, DL14 6HX.

I/We hereby give notice that I/we* wish to cancel my/our* Will/Lasting Power of Attorney my/our instruction or agreement for a Will/Lasting Power of Attorney*.

*delete as appropriate

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____