

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 Society of Will Writers (SWW) and it is mandatory that it operates in accordance with the SWW Code of Conduct, 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 Conduct should be addressed to the SWW. The terms of this agreement are governed under English laws and any dispute shall be resolved within the jurisdiction and 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' or SWW 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 and Estate Planning Services
- 1.6 'VAT' shall mean Value Added Tax

2 FEES

The Company charges fees for writing Wills and providing other additional products and services requested by clients. A full price list of products and services offered is 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 the 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 operates both face to face and telephone appointment systems. The initial meeting/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 arise, which are outside of the Company's control, from which a delay beyond this 14 day period occurs, you will be given a written explanation and the opportunity to renegotiate the agreement, or able to cancel the agreement with a full refund.
 - iii Dispatch your Final Documents to you for signature and return within 14 days from the date on which the Company received your approval of the draft Documents, be it via written or electronic means.
 - iv Maintain the highest levels of confidentiality and not to pass on your personal details to any external 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 any Documents we send to you when you don't send them back to be checked.
 - vi The Company will refund any money paid in respect of work undertaken in the preparation of your Will(s) should you wish to withdraw from this Agreement before your instructions and documents have been completed. Cancellation once instructions have been taken, but before your Draft Documents have been provided, will be subject to a cancellation fee of 20% of the total fee due.
- 3.3 The Company retains the right to withdraw from acting for a client when it believes drafting the Documents would be considered to put the Company at any undue risk.
- 3.4 Any recommendations given on behalf of the Company are based on its understanding of the law, practices and procedures on the date this agreement is signed by you. The Company will not be 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 £2.5 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 it in whole or in part. If it does withdraw it will write to you immediately explaining the circumstances behind its withdrawal 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 following 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 information provided by you when completing our questionnaires. The Company requires clients to be open and honest with the information they provide to it and will not be held responsible for any consequence which arises because you provided false or inaccurate information.
- 5.2 You are expected to read in full all draft Documents we send to you (this may be by electronic means or by post) and to confirm that all details in the Documents are correct within 14 days.** The details for you to check includes, but is not limited to, the correct spelling of names and addresses, the correct distribution of your estate with the percentages specified to each beneficiary, being in line with those requested. 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 in the production of your documents due to your failure to comply with the above or by not replying in a timely manner.
- 5.3 The Company reserves the right to impose an administration charge for the re-production or amendment of documents if you fail to notify the Company of the required changes before the draft copies were approved, and the final copies subsequently prepared and sent to you for execution.

- 5.4 The Company reserves the right to impose an administration charge for the re-production or amendments of documents if you fail to correctly sign the Documents once they and signing instructions have been provided to you.
- 5.5 To provide sufficient evidence of your identity and residential address to enable the Company to confirm your identity and comply with Money Laundering Regulations.

6 PAYMENT

- 6.1 You will be advised whether payment will be required, in full or part once the instruction taking process is completed and the full scope of works is known.

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 or the email addresses provided below. If you decide to cancel within 14 days you will not be required to make any payment.
- 7.2 You can cancel this agreement with Certainty Estate Planners Limited at any time after the 14 day period has elapsed by writing to the Company at the postal or the email addresses provided 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 the Company to start work on your documents prior to the end of the 14th day of signing this document to enable us to complete work for you in a timely manner. Should you subsequently cancel the contract within 14 days of signing this agreement, you will be expected to pay for any work that was carried out before your cancellation notice was received.

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 you are not happy with any aspect of service provided by the Company you should first of all contact us setting out your grievance. This should be done via email to enquiries@certaintyestateplanners.co.uk or by telephone on +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 7 days of receipt. The Company will then investigate the circumstances of your Complaint and write to you with the results of the investigation. They will so do within 56 days of receipt of the Complaint.
- 8.3 If you are not happy with the result of the Company's Investigation, you can write to the Society of Will Writers at Chancery House, Whisby Way, Lincoln LN6 3LQ who will instigate a Conciliation Process to help you 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 Company's 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 the 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 is as follows. This information may be collected during meetings, by completing a contact form on the Company website, in correspondence or during a telephone conversation.
- 9.2 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 will be of interest to you, provided that we have obtained your consent
 - 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 companies, 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 level of control in terms of data collection and protection as the Company does.
- 9.5 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
- 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 it will ensure that it keeps the Personal Data rights of you and anyone whose personal information that you provide to it, in high regard and will take account of these rights. You have the right to object to the processing of your personal data. If you wish to do so, please contact the Company in writing at the address below detailing your objection. Please bear in mind that if you object, it may affect the Company's ability to carry out its obligations under this agreement and/or to provide products and 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 and held by the Company. 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 or inappropriate for it to hold.
- 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 Conduct 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.
- I/We instruct Certainty Estate Planners to provide a single/mirror will(s) and agree to pay professional fees of _____
- I/We instruct Certainty Estate Planners to provide Lasting Power of Attourney document(s) and agree to pay professional fees of _____
- I/We instruct Certainty Estate Planners to provide Trust and Estate Planning advice and solutions and agree to pay professional fees of _____

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 on this agreement by writing to the Company at the postal or the email addresses provided above. If you decide to cancel within 14 days you will not be required to pay any fees.
- b. You can cancel this agreement with Certainty Estate Planners Limited at any time after the 14 day period has elapsed by writing to the Company at the postal or the email addresses provided above. 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.
- 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 the Company to start work on your documents prior to the end of the 14th day of signing this document to enable us to complete work for you in a timely manner. Should you subsequently cancel the contract within 14 days of signing this agreement, you will be expected to pay for any work that was carried out before your cancellation notice was received.

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 Powers of Attorney my/our instructions or agreement for a Will/Lasting Power of Attorney*.

*delete as appropriate

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Address: _____

