

## **Dragonfly Wills Terms of Business**

### **PROCEDURES**

Making your Will involves a number of processes. At the first meeting your detailed instructions are taken, any questions that you have will be answered and appropriate advice given to you. The cost of the service required will also be defined. The Will and other documentation will then be drafted and will be sent to you. If the Partnership has made a mistake this will be rectified at its own expense, even if this requires an extra visit. The signing of the documentation is very important and this will be described to you at the time. If you have not taken up the option of having the Partnership attend the signing, then the responsibility for handling this correctly will lie with you and not with the Partnership.

The Partnership is obliged to give you the best advice in all matters relating to your Will and in some cases this may include advice to draw up other documents or take other action which may incur further fees. In such cases full details of such fees will be given to you at the time 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.

The Partnership is covered by Professional Indemnity Insurance up to a maximum amount of £2,000,000 and Public Liability Insurance up to a maximum amount of £5,000,000 through Royal and Sun Alliance. Should the Partnership fail to give you any information or advice in relation to UK wills that is appropriate and/or if the Partnership gives you any information or advice that is incorrect and as a result you or your Estate suffers a loss the amount of the loss may be recoverable through the insurers.

A copy of the insurance certificate is available on request.

### **ONGOING RESPONSIBILITY**

The Partnership does not accept any liability or obligation to advise you of any changes in legislation which may or may not require you to amend your Will. The Partnership will write to you periodically to remind you that your Will may need amending, but there will be a charge for this.

### **DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

In order to produce effective legal documents the Partnership needs to be assured that you are providing full disclosure of all relevant facts and answers to all questions asked. The Partnership shall not accept any liability for any information not disclosed and therefore not documented which later comes to light as being of relevance and which might affect the validity or content of the Will. All information disclosed to us will remain totally confidential and no details will be passed to any other parties without your prior written consent.

### **TIME SCALES**

The Partnership shall endeavour to produce all documentation ready for signing within 14 days of the first appointment or as otherwise agreed. If exceptional circumstances occur, such as illness, then a full explanation will be given and the documentation produced as soon as it is possible to do so. In any event, the Partnership shall produce documentation and have it available for signature within a maximum of 30 days of having the full and relevant information to do so. If we fail to comply with this time scale you will not be charged for the document.

**FEES AND PAYMENTS**

Our fees are as quoted to you irrespective of the complexity of the document. Payment in full is required at the first meeting, unless otherwise agreed. You have a right to cancel this contract within 7 days from the first appointment, however, the Partnership will charge for advice given when taking instructions and for work undertaken since that appointment, up to a maximum of one half of the full fee.

If a representative of the Partnership arrives at your home for a pre-arranged visit and you are not at home OR if you cancel an appointment without 24 hours notice, a cancellation fee of £15 shall be payable.

**COMPLAINTS**

The Partnership is committed to providing you with a level of service of the highest level. In the unlikely event of you having a complaint, the Partnership operates a complaints procedure in accordance with the Code of Conduct for Willwriters. A copy of the code is available from the partnership or from the Institute of Professional Willwriters who can be contacted at Midland House, New Road, Halesowen, West Midlands, B63 3HY, England. Telephone: (0044) 8456 442042, email: office@ipw.org.uk. In the first instance your complaint should be made in writing to the manager of the Partnership. If the matter cannot be resolved to your satisfaction, you may refer it in writing to the Institute of Professional Willwriters at the above address. I/We accept the above terms and agree to abide by them and be bound by them. I/We acknowledge that we have received a copy of this agreement.

Signed:	Signed:
Print Name:	Print Name:
Dated:	Dated: