

Terms of Business – Will Writing Services (England & Wales)

These Terms of Business apply to all instructions accepted by **Trent Wills & Estates Limited** (“the Company”). They form the contract between the Company and the Customer for the provision of Will Writing Services.

1. Definitions

- **Customer** – the individual purchasing the Services.
 - **Company** – Trent Wills & Estates Limited
 - **Services** – the will-writing and related services set out in your Order.
 - **Order** – your confirmed instructions.
 - **Working Days** – Monday to Friday, excluding UK Bank Holidays.
 - **Cancellation Notice / Cancellation Form** – the written notice used to cancel the contract (see Schedule 1).
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2. Our Service Commitment

We will:

- Take your instructions and give tailored advice relevant to your situation.
 - Prepare your documents with reasonable skill, care and promptness.
 - Despatch draft documents within **10 working days** of receiving all required information.
 - Despatch final executable documents with signing instructions **5 working days** after draft approval *unless* you have requested to use our attestation service in which case the documents will be retained on site until your appointment.
 - Inform you promptly if delays occur and offer the option to renegotiate or cancel with a full refund.
 - Keep your information confidential and comply with data-protection legislation.
 - Offer an attestation service or check your signed documents free of charge if you return them to us.
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3. Your Responsibilities

You agree to:

- Provide full and accurate information so we can advise you properly.
 - Where you are a couple making wills together, all appointments, instructions, and communications must be open and shared with both parties. If a conflict of interest arises at any stage, we may be unable to continue acting for you, and any fees incurred up to that point will remain payable.
 - Review your draft documents carefully and notify us of any errors or missing information or amendment requests promptly.
 - Return any documents requested by us promptly.
 - Inform us if you do not receive your drafts within two weeks of your appointment (unless a different timescale has been agreed).
 - If we do not receive a response from you regarding your draft documents within three months of issuing them, we will assume you do not wish to proceed and close your file. Should you contact us after the file has been closed, we will notify you of any additional fees to recommence work.
 - Pay all fees in accordance with our invoice.
 - Follow any signing instructions provided to ensure the validity of your documents.
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4. Your Right to Cancel

Your cancellation rights depend on how your appointment takes place.

To cancel, you must send a written Cancellation Notice by email or post. Details and an optional form are provided in **Schedule 1**.

Office Appointments

Office appointments are **not** covered by distance-selling regulations. The statutory 14-day cooling-off period does **not** apply.

Home Visits and Video Appointments

These are covered by the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**.

You have **14 days** from receiving this notice to cancel the contract.

Starting Work Immediately

If you ask us to begin work before the 14-day cancellation period ends (home visits/video calls only), you may be charged for work completed if you later cancel.

5. Refunds

If you cancel within the applicable cancellation period:

- You will receive a full refund unless you asked us to start work immediately.
 - If work has begun at your request, we may deduct between 50% - 75% of the fee depending on the time spent.
 - If work began without your written request, no deduction will be made.
 - We will confirm all calculations in writing.
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6. Liability

If we fail to perform our Services with reasonable care and skill, we will correct the issue at no extra cost.

We are not liable for delays caused by circumstances beyond our control or by your failure to meet your obligations.

7. Storage & Review of your Documents

We are not responsible for any losses arising from damage or loss of documents whilst in your possession.

To protect your documents, we offer a secure document storage service for an annual fee. If taking our will storage service, the Company does **not** accept responsibility for notifying you of changes in the law, taxation, or your personal circumstances that may affect the validity or suitability of your Will.

We recommend reviewing your Will every **three years**, or sooner if you experience a significant life event such as marriage, divorce, the birth of a child, change to property ownership or receiving an inheritance.

8. Client Care and Complaints

We aim to provide a high-quality service and keep you informed throughout.

If you have concerns, please contact us first.

If unresolved, you may escalate your complaint in writing to:

Complaints Department

The Society of Will Writers
Chancery House, Whisby Way
Lincoln, LN6 3LQ

A copy of the Society's Code of Practice is available on request.

9. Keeping in Touch

We may contact you occasionally with reminders to review your documents and send information regarding our services.

You may opt out at any time by clicking unsubscribe in communications sent by email or by contacting adminteam@trentwillsestates.co.uk

Your details will be stored in line with our privacy policy and will not be shared with third parties. Our privacy policy can be viewed on our website and a copy provided to you on request.

Acceptance of Terms

We confirm that we have read, understood, and agree to these Terms of Business.

Testator 1

Signed: _____

Print Name: _____

Testator 2

Signed: _____

Print Name: _____

On behalf of Trent Wills & Estates Ltd:

Signed: _____

Date: _____

Reminders and Updates

We agree to receive reminders to review my will and estate planning and periodically receive information from Trent Wills & Estates on legal, financial matters and services that may be useful to me. We are aware we can unsubscribe from mailing lists at any time.

Testator 1

Signed: _____

Print Name: _____

Testator 2

Signed: _____

Print Name: _____

Trent Wills & Estates Limited (company registration) 11074919

12 Brockley Road, West Bridgford NG2 5JY

0115 8918386 www.trentwillsestates.co.uk

Schedule 1 – Cancellation Notice (Optional Form)

(Only for home visits and video appointments covered by the Consumer Contracts Regulations)

If you wish to cancel the contract, please complete and return this form or send a clear written statement to the Company.

To: Trent Wills & Estates Ltd

Address: 12 Brockley Road, West Bridgford NG2 5JY

Email: adminteam@trentwillsestates.co.uk

We hereby give notice that we cancel our contract.

Reference: _____

Customer Names & Address:

Signature 1: _____

Signature 2: _____

Date: _____
