



North Country Wills

TERMS OF BUSINESS

Professional Qualifications

The Willwriters of *North Country Wills* are full members of The Institute of Professional Willwriters (IPW). We have passed the stringent entrance examination to demonstrate a high level of professional competence. We undertake to maintain that expertise by a programme of continued professional development.

We have Criminal Record Bureau (CRB) checks in place.

We undertake to maintain the highest ethical standards in all aspects of our business and we comply with the mandatory IPW Code of Practice, copies of which are available free of charge from *North Country Wills* or from the IPW at the address overleaf.

We are keen to ensure that our services are provided to the highest standards and we would be grateful if you spend a few moments completing a questionnaire either online at www.ipw.org.uk/feedback or a paper version available from *North Country Wills* or the IPW.

Procedures.

Making your Will with *North Country Wills* normally involves two visits. On the first visit we will discuss your wishes and the best way of achieving them in your Will and we will take your detailed instruction. It is essential that you provide us with all relevant information. We cannot be held responsible if your failure to disclose full and accurate information affects the validity or effectiveness of the Will. On the second visit we will return with your completed Will. You will have an opportunity to read it through and ask any questions before signing. If we have made a mistake it will be rectified at our expense within 5 working days even if that means a further visit.

We have a duty to provide you with best advice and we may ask you to sign a disclaimer if you choose not to accept that advice.

We cannot be held responsible for any future changes in the law which affect the validity of our documents, advice or services.

If we cancel some or all of a transaction we will notify in you in writing explaining the reasons. If you choose within 5 days, to then cancel the whole of the transaction, you may do so without charge.

Timescales

If you cancel this agreement in writing to *North Country Wills* at the address below within 7 working days of the date that your instructions were taken, there will be no charge. If you cancel after 7 working days then you may be liable to pay up to 100% of the agreed fee depending on the work that we have completed on your behalf. We will acknowledge your cancellation within 10 working days.

When you have provided all the information that we require, we undertake to produce your completed documents within 10 working days. In the event that a draft document is prepared we undertake to dispatch your draft document within 7 working days and to produce the final document for signing within 5 working days of your approval of the draft. If we fail to meet these timescales, you may cancel your instruction without charge.

We undertake to ensure that all client files will be retained until 6 years after the death of the client.

Confidentiality

We are registered under the Data Protection Act 1998 and will keep confidential all information that you provide unless you allow us to disclose it to another party.

Insurance

North Country Wills is fully covered by Professional Indemnity Insurance up to a maximum of £2,000,000 and Public Liability Insurance of up to £5,000,000. Should we fail to advise you properly and as a result, your estate suffers loss then the amount of the loss may be recoverable from the insurers.

Fees and Charges

Our fees are fixed and you will be told the cost in advance. Payment in full is required on completion of the documents.

Complaints

If you have a complaint it should be made to *North Country Wills* in the first instance. We will acknowledge your complaint within 3 days and reply to you with the results of any investigation within 20 working days.

If the matter cannot be resolved then it can be referred to the Institute of Professional Willwriters who have a conciliation service to help us reach a mutually satisfactory agreement.

Should you be unhappy with the results of the conciliation service or should you choose not to take up the conciliation service then you can refer your complaint to the Estate Planning Arbitration Service (EPAS) who will investigate and make a formal judgement. There will be a cost to you if you take this option

These complaints procedures do not prevent you from seeking other forms of redress

I/We confirm that I/we have received and understood and accept the Company's terms of business and agree to them.

Please do not sign this form unless you agree to all the terms contained in it.

Please tick ✓ as appropriate

- I/we give consent for my/our details to be passed to the IPW to enable them to monitor compliance with their Code of Practice and to test levels of client satisfaction.

Signed:..... Signed:.....

Print Name:..... Print Name:.....

Dated:..... Dated:.....

North Country Wills

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Institute of Professional Willwriters

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Estate Planning Arbitration Scheme (EPAS)

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