



**Legacy Wills & Estate Planning Limited**  
**Will Writing, Trust, and Estate Planning Services Terms of Business**

This document lays out the Terms of Business on which you (the Client) have instructed Legacy Wills & Estate Planning Limited (the Company) to provide products and/or services in relation to Estate Planning. The purpose of these terms is to explain to you what your rights and obligations are and what rights and obligations the Company has. All work carried out is subject to these terms except where changes are expressly agreed in writing. The terms of this agreement are governed by English law and any dispute shall be resolved within the jurisdiction of the courts of England and Wales.

**Our Obligations**

- 1.1. Any recommendation that is given by the Company is based on our 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. We reserve the right to carry out a consultation either in person or via the telephone. In some cases, our recommendation may mean additional products or services, provided at an extra cost to you either by the Company or another company recommended by us. You are under no obligation to take up any product or service.
- 1.2. 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 us. The policy is currently with Markel International Insurance Ltd via Oxford Insurance Brokers Limited t/a MGB Insurance Brokers.
- 1.3. The Company has Public Liability Insurance of £2 million to cover claims and losses or damages worldwide (except in the United States and Canada) arising from action by us. The policy is currently with Convex Insurance UK Ltd and is arranged by Whitman Gowdridge Insurance Brokers of 54 Blaby Road, South Wigston, Leicester, LE18 4SD.
- 1.4. The Company may need your written reasoning if you choose not to follow our advice and still want us to arrange transactions or provide services for you.
- 1.5. The Company reserves the right to withdraw from any transaction if we are unable to complete your instructions in whole or in part. If we choose to withdraw, we will contact you to advise you of this and you will not be liable to pay any such transaction fees.
- 1.6. The costs of correcting any error or omission on the part of the Company shall be borne entirely by us, subject to point 4.7 of these terms.
- 1.7. The Company will make you aware of any fees that may be payable on any additional legal work carried out on your behalf after the initial instruction is taken.
- 1.8. The signing of your Will documents must be carried out according to the law of England and Wales in order for them to be valid. All documents will be supplied to you with full written instructions on how to attest them correctly. You should arrange for the witnesses to be present at the time of the execution of your documents and return them to us.
- 1.9. If you have chosen our document checking service, the Company will check your documents to ensure that they have been signed and witnessed correctly. They must be returned to us within 30 days of being posted or hand delivered to you. Documents received by us after 30 days may incur an administration fee.
- 1.10. If you have not chosen our document checking service and your documents are signed or executed incorrectly, there will be no recourse for any claim against Legacy Wills & Estate Planning Limited by your estate/survivors/intended beneficiaries.
- 1.11. The Company reserves the right to charge for issuing replacement documents where the originals have been incorrectly signed or witnessed and/or where any amendments are requested after the 30-day period.

- 1.12. The Company may inform your executors, trustees, guardians and attorneys of their appointment and send them information regarding their responsibilities along with an option for them to request an information pack on the full services of the Company and other associated Companies unless expressly forbidden by you in writing.
- 1.13. Where the Company offers a document storage service, all documents will be stored under the Company Legacy Executor Services Limited. All contracts and payments for the document storage service will be held by the Company Legacy Executor Services Limited.
- 1.14. Where the Company offers a document storage service paid for by direct debit, a confirmation of payment amounts and dates will be provided. The Company will accept a cancellation of your secure storage facility at any time, but no part refund will be made for any unused periods. You may cancel your secure storage facility by writing to your bank and sending a copy to the Company by post or email.
- 1.15. Where the Company offers a document storage service, release of stored documents can be requested and should be made in writing by letter. You will be requested to provide up to date signature identification which will need to match that on the letter.
- 1.16. Where the Company offers a document storage service, the Company does not accept any liability or obligation to advise you of any changes in legislation or taxation which may affect you either directly or indirectly and which may necessitate a review of your documents.
- 1.17. Legacy Wills & Estate Planning Limited are not tax advisors. Any products discussed by our consultants will be based on your current estate valuation and circumstances. If you would like tax planning advice or products that can assist with this, we recommend that you seek specialist tax planning advice from an independent financial advisor or tax planner.
- 1.18. We strongly recommend that you regularly review your estate planning documents to ensure that they meet your wishes and requirements. We would recommend a review every three years (as a minimum) and on any change in your circumstances, such as divorce, marriage, the birth of children or the inheritance of a large sum of money, etc.
- 1.19. Should you choose not to store your attested legal documents with Legacy Wills & Estate Planning Limited, it is your responsibility to ensure that they are held in a secure location which should be water and fireproof. Legacy Wills & Estate Planning Limited hold no liability for documents stored by your estate/survivors/intended beneficiaries.
- 1.20. The Company will retain client files for a period of 6 years after we are notified of 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.
- 1.21. Legacy Wills & Estate Planning Limited are not solicitors and are not authorised by the Solicitors Regulation Authority. If your instruction involves property transactions or other legal matters beyond wills and estates, an authorised firm will be appointed.

## **2. Optional Services Professional Executors**

- 2.1. The Company will, where appointed by you, include Legacy Executor Services Limited as your professional executors within your will document.
- 2.2. Once your documents have been checked you will be provided with executor cards detailing how your executors can contact Legacy Executor Services Limited when your will documents are required for probate.
- 2.3. We will need to share your personal data with Legacy Executor Services Limited, in order for the storage and executor work to be undertaken.
- 2.4. Fees paid to Legacy Wills & Estate Planning Limited for the products purchased do not include the services provided by Legacy Executor Services Limited. All work undertaken as the professional executor for estate administration is subject to charges made by Legacy Executor Services Limited. These will be provided at the time of engagement.
- 2.5. If your executors or beneficiaries wish for Legacy Executor Services Limited to renounce and should the circumstances allow this, then Legacy Executor Services Limited are able to provide the signed documentation for renunciation. A fee will be payable by the executors prior to the signing of the deed.

## **3. Optional Services Professional Trustees**

- 3.1. The Company will, where appointed by you, introduce professional trustees. The professional trustees will undertake the administration of the trust fund. In any case where the professional trustees act jointly with another or other trustee(s), all money, securities, title deeds and documents belonging or relating to the trust must be under the control of the professional trustees.

- 3.2. We may be required, under the terms of the Common Reporting Standards (CRS), Foreign Account Tax Compliance Act (FATCA), current Anti-Money Laundering Regulations (AML) and HMRC's Trust Registration Service, to disclose information to third parties. Due to regulatory requirements, we may need to disclose information for compliance monitoring purposes.
- 3.3. Where the Company is the trustee of your trust, the Company will retain client files for a period of 6 years following the dismantling of said trust.
- 3.4. Appointing Professional Trustees incurs costs associated with the administration of the Trust. These fees are aligned with standard solicitor charges or may be slightly higher. This administration (and therefore the associated cost) is necessary to ensure compliance with legal obligations and to cover tasks such as conveyancing and HMRC reporting. Despite potential additional costs, the advantages of establishing a Trust often outweigh them. Trusts offer various benefits such as asset protection, estate planning, and tax efficiency. The specific fees and charges associated with Professional Trustee services will be dependent on factors such as the complexity of the Trust and estate, the work involved and the Professional Trustee fee structure. Legacy Wills & Estate Planning Limited have no influence on these third-party fees.
- 3.5. If you choose not to appoint Professional Trustees and instead opt for individual Trustees, such as a family member or friend, then these persons will be responsible for fulfilling the legal and compliance requirements for the Trust. This may require them to instruct legal professionals to complete the work required such as conveyancing or HMRC reporting, which will result in additional costs.
- 3.6. Should you appoint Professional Trustees, it is imperative that they are informed of any decisions which relate to the assets within the trust – specifically the property - BEFORE proceeding with any action which may relate to the assets.

#### **4. Your Obligations**

- 4.1. You agree to provide identification documents which allow the Company and trustees of your trust to comply with their duty to confirm your identity in accordance with the AML Regulations and CRS where appropriate and authorise the Company and trustee(s) to carry out electronic identity verification checks as required.
- 4.2. You agree to provide the identification documents outlined during the instruction within 60 days. The Company holds the right to cease production of your trust documents after 60 days until these identification documents are produced. You agree to continue to pay the fees agreed in a timely and expeditious manner in accordance with the invoice terms of the third-party credit provider. No refund will be due.
- 4.3. The validity, accuracy, and suitability of any documents that the Company provides will partly depend upon the honesty, completeness, and accuracy of your answers to our questions. We therefore require you to be open and honest with the information that you provide to us. We cannot be responsible for any loss or liability arising from inaccurate or incomplete information provided by you.
- 4.4. You agree to ensure any draft documents provided by the Company accurately reflect your wishes and intentions and ensure that you understand the effect and implications of the documents provided to you. The Company will provide explanations or further information when requested to ensure understanding.
- 4.5. You agree to ensure the documents are signed within 30 days of them being posted to you by the Company and in accordance with any instructions provided. If you would like the Company to check the signing of the documents that we have produced for you our document checking service should be purchased. The documents must be returned to us, within 30 days of our issuing them to you. If you do not choose this service, then we cannot accept any liability for matters in which we diligently provided our services that you declined to use.
- 4.6. The service provided by the Company is limited to the production, where possible, of the document(s) arising from the instructions that you have provided. You accept this limitation means that the Company is not liable to you, your estate, or any other party, financially or otherwise, unless our documents are produced incorrectly. We will endeavour to correct any mistakes that arise as a result of our error free of charge, provided we are notified of them within 30 days of the documents being produced.
- 4.7. You agree to pay the fees agreed in a timely and expeditious manner in accordance with the invoice terms of the Company. We reserve the right to charge additional fees where there is any alteration or addition to the trust. Details of these fees can be given on request.
- 4.8. Where you have chosen our document checking service you agree that you will return your documents to us within a 30-day period from your documents being posted to you to allow us to check them to ensure that they are legally binding. If they are not signed and returned to us within the 30-day timescale for checking, we will not be liable for any documents being written and/or executed incorrectly. We strongly recommend you do this

but if you choose not to sign or return your documents for validation within 30 days or indeed at all, there will be no recourse for any claim to be made against Legacy Wills & Estate Planning Limited by yourself, your estate/survivors/intended beneficiaries.

- 4.9. You agree that in the event payments for the document storage service fall into arrears, the Company may reserve the right to retain any documents which it holds until such time as the balance has been settled in full. If this event occurs after death, then the payment is to be settled by the estate.

## **5. Timescales**

- 5.1. Please note that your instructions will not be deemed as accepted by the Company until you have paid for the products and services, whether in full, or having established a payment plan, which we refer to as the Instruction Payment Date.
- 5.2. You will be able to cancel products or services and receive a full refund providing you do so within 14 days of the date you provided us with your instruction or the date on which you sign your credit agreement (if you have chosen this payment method) – whichever is later.
- 5.3. Regarding your will products (Wills and Lasting Powers of Attorney) – assuming the Company has all the necessary information to produce (or commence production of) your documents at the instruction/payment date, we shall endeavour to issue them to you within 30 working days from the instruction/payment date. If production is delayed because we do not have all the information needed, we will contact you for this further information. In the rare event that we are unable to meet the production timescale due to lack of a response or provision of detail from you (30 working days plus any time taken for you to respond to our requests for further information), then this agreement is deemed cancelled. No refund will be made for any fees you have paid to date to Legacy Wills & Estate Planning Limited or on any payment plan that was established at the time of purchase. It will be your responsibility to ensure payments are maintained to any third-party payment provider. We will not produce the documents thereafter unless you renegotiate this agreement and provide the necessary information.
- 5.4. Regarding your trust products - assuming the Company has received the necessary information, we shall commence the production of your products once the 14-day free cancellation period has passed. We will endeavour to issue the documents as soon as possible, however, we are bound by terms and timescales of third parties such as the Land Registry, conveyancing providers, etc. which may have some bearing on our timescales. Once all the information is received by the Company, it is usual that the timescale for receipt of documents by you is approximately 30 days. If production is delayed because we do not have all the information needed, we will contact you for this further information and you will have 30 working days to respond. In the rare event that we are unable to proceed with your trust due to lack of a response or provision of detail from you then this agreement is deemed cancelled. No refund will be made for any fees you have paid to date to Legacy Wills & Estate Planning Limited or on any payment plan that was established at the time of purchase. It will be your responsibility to ensure payments are maintained to any third-party payment provider. We will not produce the documents thereafter unless you renegotiate this agreement and provide the necessary information.
- 5.4. You can request in writing that the Company starts work on your documentation before the expiry of 14-day free cancellation period following the instruction/payment date if you wish to waive your 14-day free cancellation period and instruct work to commence earlier. Please be aware, however, that should you subsequently cancel the contract or change your mind within 14 days of the instruction/payment date, and decide not to proceed, no refund will be made, even during the 14-day free cancellation period. Additionally, in this circumstance, you may have to pay for any additional work that was carried out on your behalf before you cancelled in accordance with the reasonable requirements of the agreement.

## **6. Payment Methods**

- 6.1. Fees may be paid by credit with a third-party payment provider, or with a debit card, cheque, or cash. Cash payments are limited to no more than £100. Where you have authorised a direct debit to pay for secure storage services and/or full aftercare by giving us your bank details, unless the Company receives the cancellation in writing prior to the payment date, no refund will be given. No part refunds will be given for cancellations made after the payment date.
- 6.2. You can also, subject to status, terms, and conditions, pay our fees through a credit agreement with one of our business partners for which Legacy Wills & Estate Planning Limited is a credit broker. Should you decide to take

credit, then it will be necessary to share your details with one of our business partners, in order for them to assess your credit application as your agreement will be with the credit provider and not Legacy Wills & Estate Planning Limited. We will seek your consent prior to applying. Any offer of credit will be explained to you, and you will be provided with pre-contractual information by the third-party credit company. If you do arrange a credit agreement (where offered), then you agree to the terms of the credit provider.

- 6.3. Where you have chosen to purchase Lasting Power of Attorney documents, there may be an external charge payable to the Office of the Public Guardian (OPG) for the registration of these documents. In England and Wales, the fee can range from £0 - £82 per document and in Scotland from £0 - £96. This fee is payable at the time of registration. The fee is variable as it is means tested and will depend on your individual circumstances at the time of registration. Please note that any monies paid to the Company in respect of Lasting Power of Attorney documents will not include payment of any OPG fees. The Company has no influence on OPG application fees, and these will need to be paid separately and by you directly. Scottish clients may also be charged a fee by 3<sup>rd</sup> parties for additional signing requirements under the OPG rules for Scottish LPAs, however, the Company has no influence on any fees applied.

## **7. Personal Data**

- 7.1. The Company will adhere to all General Data Protection Regulations (GDPR) in respect of the information you provide to the Company. We also ensure that our business partners adhere to GDPR regulations.
- 7.2. We will not collect any of your personal data (i.e. your name, address, or other personal information) when you visit our website, unless you give it to us.
- 7.3. If you contact us by email, text, post, or telephone for any reason, we will use your contact details to assist with your enquiry. Depending on your circumstances and the products which you have selected, it may be necessary to share your details with our business partner, Countrywide Tax & Trust Corporation Limited who are part of the CTT Group of companies, in order to produce your documents.
- 7.4. There may be instances when you have purchased products from us where we may share your details with a 3<sup>rd</sup> party company - Creative Office Limited - in order to produce certain documents including the printing, binding and posting of these documents.
- 7.5. As part of our storage and aftercare services we may register the details of your attested Will, which will involve sharing your details with a 3<sup>rd</sup> party – National Will Register. The registration service is designed to facilitate the storage and retrieval of information regarding the whereabouts of your Will documents.
- 7.6. By disclosing your personal data to us by using our website or contacting us by email, post or telephone you consent to the collection, storage and processing of your personal data by us in a manner set out in our Privacy Policy which can be viewed on our website [www.legacywills.co.uk](http://www.legacywills.co.uk).
- 7.7. In any instance of a request for information or copy documentation by a third party on your behalf, we will require the request in writing together with written and signed authority from you. Identification documents for this third party may be required.

## **8. Complaints**

- 8.1. The Company are committed to providing a high-quality service to all our clients. When something goes wrong, we need you to tell us about it so we can help to resolve the issue.
- 8.2. The Company operates a complaints procedure. If you wish to make a complaint about any aspect of the service provided by the Company, you may do so in writing or by telephone (all details are shown below). Our Complaints Manager/team will acknowledge your letter within 3 working days of receipt and then investigate the circumstances of your complaint and write to you with the results of this investigation. We will provide a full reply within 8 weeks (56 days) from receipt of your complaint.
- 8.3. These complaints procedures do not prevent you from seeking other means of redress.

## **9. Notice of the Right to Cancel**

- 9.1. You have a right to cancel this agreement with Legacy Wills & Estate Planning Limited within 14 days of the date you provide us with instruction. If you cancel within this period, you will not be required to make a payment or if payment has already been made a full refund will become due subject to points 9.3 and 9.4 of these terms. The 14-day free cancellation period starts on the date of instruction or the date on which you sign your credit agreement (if you have chosen this payment method) – whichever is later. Due to the nature of our business and the bespoke products that we provide, once the documents have been checked, drafted, prepared, and posted they will be chargeable. To allow for this and the work which is required, documents are posted after the

14-day free cancellation period. This gives you the specified period, before production and posting, to change your mind or decide not to proceed.

- 9.2. If you have chosen a Foundation or Inheritance Will and no other products, Legacy Wills & Estate Planning Limited may decide to produce and post your documents during the 14-day free cancellation period. If you wish to cancel during the 14-day free cancellation period in this instance, you will be required to return your documents before any refund is made.
- 9.3. If your documents are urgent and you choose to request early production, you may sign a cancellation waiver form to allow your documents to be drafted and posted earlier than the specified period of 14 days. In this case, no refund will be made should you change your mind or decide not to proceed, even during the initial 14-day period.
- 9.4. If you decide not to proceed with your will consultation or choose not to proceed following your will consultation any payment that has been made will not be refunded if you do not advise us of your decision or make further contact with us within 14 days. In these instances, we will close your instruction no documents will be produced, and no refund will be given.
- 9.5. If you cancel your agreement with Legacy Wills & Estate Planning Limited later than 14 days after the date you provided us with instructions/your payment date. All fees agreed at time of instruction are fully payable and no refund will be provided. In this case, any credit agreement that has been established for payment of products and services purchased from Legacy Wills & Estate Planning Limited will need to be fulfilled by you with the third-party payment provider.
- 9.6. Should we be unable to complete your instruction due to outstanding information or documents being required from you, Legacy Wills & Estate Planning Limited reserve the right to cease production of your documents and place your instruction on hold. We will contact you electronically at this time and no further works will be completed until we have received the required information or documents and then only if all payments are up to date if applicable, ie. if a credit agreement is in place. If we do not hear from you within 30 days of our electronic communication, then our obligations to you will cease and the contract will be terminated. No refunds will be made.
- 9.7. Should your personal circumstances change following the issuing of the legal documents and before you have signed them then we will require that a new instruction is completed, updated identification and additional fees will apply. This will constitute a new contract and relevant fees will be payable.
- 9.8. To exercise the right to cancel, you must inform us in writing making a clear statement of your decision. You can send written notice to: Cancellations Department, Legacy Wills & Estate Planning Limited, 1<sup>st</sup> Floor Provincial House, 37 New Walk, Leicester, LE1 6TE or you can email us at: [cancellations@legacywills.co.uk](mailto:cancellations@legacywills.co.uk). Alternatively, you can telephone the Customer Service team, asking to make a cancellation, on 0345 2600 600.
- 9.9. Where a notice of cancellation is posted to the Company it is recommended that it is sent by recorded delivery. Cancellation will be deemed to be served as soon as it is posted or sent to us and in the event of a dispute if the date of postage is proven by you. If cancellation is sent by email, cancellation will be deemed as the date the email is sent. You may wish to attach a read receipt to your email to confirm receipt.
- 9.10. On receipt of your cancellation request the Customer Service team will contact you to revoke your original instruction and commence the refund process where applicable.
- 9.11. Where you cancel your secure storage product with Legacy Wills & Estate Planning Limited, there will be a fee payable of £35.00 per client for the release of any documents which we hold at the time of cancellation. This fee is payable prior to any documents being released. You will be requested to provide up to date signature identification which must be received by us before any documents will be released.
- 9.12. If your request to cancel is declined and you are not happy with our decision, you may choose to refer matters to the Financial Ombudsman Service (FOS). **Please note that any referrals to the FOS must be made within 6 months from the date of your request. You may lose the right to refer your case after this time and no further consideration will be given by Legacy Wills & Estate Planning Ltd to any referrals received after this 6-month period. Please also be aware that the FOS will only investigate cases which relate to regulated activity.**

Legacy Wills & Estate Planning Limited are regulated for credit broking therefore you should consider that the FOS are unlikely to investigate any cases which do not relate to credit broking activity.

It is essential that you have read and understood these terms and conditions. If you have any questions regarding any part of this document, please raise this with your consultant. You are bound by these Terms of Business upon receipt of this document by email, which is electronically tracked. The provision of your instruction to Legacy Wills & Estate Planning Limited to produce your estate planning documents (either verbally or in writing) further confirms your understanding of, and agreement to, these Terms of Business.

**Legacy Wills & Estate Planning Limited, 1<sup>st</sup> Floor Provincial House, 37 New Walk, Leicester, LE1 6TE**

Telephone: 0345 2600 600

Website: [www.legacywills.co.uk](http://www.legacywills.co.uk)

Email: [enquiries@legacywills.co.uk](mailto:enquiries@legacywills.co.uk)

Legacy Wills & Estate Planning Limited is authorised and regulated by the Financial Conduct Authority for credit broking activities only (see FCA Register at [www.fca.org.uk](http://www.fca.org.uk) FCA Number 689835). The Financial Conduct Authority does not regulate will writing or estate planning services.

Signed: C1 ..... C2 .....

Name (print): C1 ..... C2 .....

Date: C1 ..... C2 .....