

Cornwall Will Writers – Terms of Business

1. Introduction

- 1.1 In these Terms of Business, “we”, “our” or “us” means Cornwall Will Writers.
- 1.2 Placing funds on account following receipt of our Letter of Engagement will amount to your acceptance of these Terms of Business and the basis upon which we are accepting your instructions as set out in the Letter of Engagement.
- 1.3 If there is any conflict between these Terms of Business and the Letter of Engagement, the Letter of Engagement will take precedence.

2. Scope of Instructions

- 2.1 The scope of our instructions will be as set out in the Letter of Engagement.
- 2.2 The advice we give is personal to you and based on the information you provide.
- 2.3 We do not provide financial advice. You should seek appropriate professional advice for those areas.
- 2.4 We do not check the accuracy of information you provide. It is your responsibility to ensure that all information is correct and complete.

3. Your Responsibilities

- 3.1 You must provide full, honest and accurate information and documentation in a timely manner.
- 3.2 You should inform us promptly of any changes to your instructions, personal circumstances, or contact details.
- 3.3 We rely on your co-operation to provide our services efficiently.

4. Our Charges and Expenses

- 4.1 Our services are charged on a fixed-fee basis, agreed at the outset. No VAT is added.
- 4.2 If your requirements change (e.g., a Simple Will becomes a Will Trust), you will be advised of any additional fees before work continues.
- 4.3 Where two or more people instruct us jointly, each is jointly and severally liable for the payment of our fees unless agreed otherwise.

5. Terms of Payment

- 5.1 The initial meeting is free and without obligation to proceed.
- 5.2 We will confirm our fixed fee and terms in a Letter of Engagement.

5.3 Work will not commence until payment has been received on account.

5.4 Once we have drafted your documents, the fixed fee becomes non-refundable.

5.5 If you cancel before drafting begins, you may be entitled to a full or partial refund.

6. Right to Cancel (Consumer Contracts Regulations)

6.1 You have the right to cancel within 14 days of receiving your Letter of Engagement, without giving any reason.

6.2 To exercise your right to cancel, you must inform us clearly by email or post.

6.3 If you request us to begin work during the 14-day cancellation period and we complete that work before cancellation, you will lose the right to cancel and no refund will be due.

6.4 If you cancel within 14 days and we have not yet started work, you will receive a full refund.

6.5 A cancellation form is available on request.

7. Data Protection

7.1 We will collect and store personal information as required to carry out our services.

7.2 This information is securely stored in accordance with the Data Protection Act 2018 and UK GDPR.

7.3 We use LEAP legal software to store your data.

7.4 We will never share your personal information with third parties unless required to by law or with your explicit consent.

8. Document and File Storage

8.1 We will store your file for a period of 7 years after the conclusion of the matter, unless you request otherwise.

8.2 Storage may be paper-based or electronic. We reserve the right to destroy documents after this period.

8.3 We offer free lifetime storage for original Wills and other legal documents.

9. Termination

9.1 You may terminate your instructions at any time in writing.

9.2 We may also terminate instructions where we have good reason (e.g., non-payment, conflict of interest, or lack of cooperation).

9.3 Upon termination, you remain liable for our charges for work carried out to date.

10. Limitation of Liability

10.1 We do not accept liability to third parties who may rely on our advice.

10.2 Unless otherwise agreed, our total liability to you in any matter is limited to £2 million.

10.3 We are not liable for any losses arising from the failure of any financial institution or bank.

11. Use of Email

11.1 We will use email to communicate with you unless you request otherwise.

11.2 Emails are not guaranteed to be secure or virus-free. You are responsible for checking them.

11.3 We accept no liability for loss or damage caused by email communications.

12. Complaints Procedure

12.1 We aim to provide a high standard of service. If you are unhappy, please contact us in the first instance.

12.2 We will investigate any complaint promptly and respond with a proposed resolution.

12.3 If we are unable to resolve the issue, we will advise you of alternative options including referring to the relevant ombudsman or regulatory body.

13. Jurisdiction

These Terms of Business are governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts.