

The Society of Will Writers

Terms of Business



Fern Wills & LPAs
BECAUSE ITS FOR THEM



Safe to do
business with
Code Compliant

Terms of Business

Fern Wills & LPAs

V.19.08.26

England & Wales

Prepared in line with Society of Will Writers (SWW) standards.

Dear Valued Client,

We understand your time is precious, and we appreciate your interest in our services. We have prepared our Terms of Business as part of our commitment to transparency and mutual understanding. These terms provide a clear framework for our business relationship and the services we agree to provide.

Our Terms of Business outline the nature of the services we provide, the responsibilities of both parties, payment and cancellation arrangements, and the standards you can expect from us.

Please take a few moments to read these terms together with your Client Care Letter, quotation or invoice, and any matter-specific information we provide. Your acceptance of these Terms is normally recorded through the Client Care Letter & Acknowledgement. Where Fern agrees a controlled fast-start route in writing, acceptance may instead be recorded through the approved express written reply. A separate signature on these Terms is not required.

If anything is unclear or you need further information, please ask before signing the Client Care Letter.

Thank you for your attention to this important aspect of our business relationship.

Best Regards,

Chris

Chris Watts

Director & Private Client Consultant

Terms of Business/Retainer

These Terms form part of the contract between Fern Wills & LPAs and the Client. Client acceptance is normally recorded through the signed Client Care Letter & Acknowledgement. Where Fern agrees a controlled fast-start route in writing, acceptance may instead be recorded by the Client's express written confirmation of the quoted service and fee, acceptance of these Terms and request to start work after cleared payment. The signed Client Care Letter must still be returned promptly. A separate signature on these Terms is not required.

The following standard terms of business apply to all instructions accepted by Fern Wills & LPAs. All work carried out in the provision of Services is subject to these terms except where changes are expressly agreed in writing.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following terms shall have the following meanings: "Calendar Day" means any day of the year; "Cancellation Form" means the form attached as Schedule 1; "Client" or "Customer" means the individual purchasing the Services; "Contract" means the contract for the purchase and provision of the Services under these Terms and Conditions; "Order" means the Client's agreed instructions for the purchase and provision of Services; "Seller", "Company", "Fern Wills & LPAs", "we" or "us" means Fern Wills & LPAs, a trading name of Plan C Plus Ltd; and "Services" means the will-writing, lasting power of attorney, and related estate-planning services which we agree to provide, as specified in the Client Care Letter, quotation, invoice, written instructions or other written confirmation of scope.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes communication by email or other electronic means;

1.2.2 a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and the Schedule as amended or supplemented by written agreement;

1.2.4 a Schedule is a schedule to these Terms and Conditions; and

1.2.5 a Clause, Section or paragraph is a reference to the relevant provision of these Terms and Conditions.

1.3 The headings are for convenience only and do not affect interpretation.

1.4 Words in the singular include the plural and vice versa, and references to any gender include all genders.

2. Procedures

2.1 At the initial appointment, your detailed instructions will be taken and appropriate advice will be given on matters relating to the Services. We will answer reasonable queries and explain the contents and terminology used in the documents we prepare.

3. Fern Wills & LPAs undertakes to:

3.1 Comply with your instructions with reasonable skill, care and expedition appropriate to your needs and the agreed scope of Services.

3.2 Provide appropriate advice on matters relating to the Services within our competence and agreed scope. The Services include a reasonable number of revisions based on the instructions you provide. If instructions change materially, or repeated revisions are needed beyond what would normally be expected, we will tell you in advance if any additional fee applies and will not carry out chargeable extra work without your agreement. Where additional or specialist services may be appropriate, we will explain the position and any known or reasonably calculable additional costs before you decide whether to proceed.

3.3 Regarding the dispatch of documents, Fern Wills & LPAs will adhere to the following timescales unless otherwise agreed in writing. The timescales start once you have provided all information required to complete the agreed instructions. Where a Cancellation Period applies and you have not requested an early start in writing, the timescales run from the end of the Cancellation Period.

3.3.1 Dispatch of draft documents: 15 working days.

3.3.2 Dispatch of executable documents after drafts are approved: 5 working days.

3.3.3 Dispatch of executable documents if drafts are not supplied: 5 working days.

3.4 Where circumstances, including those beyond our control, result in documents being delivered outside the agreed timescales, we will inform you. On request, we will provide a written explanation of the cause of the delay and the revised timescale, and you will be given the opportunity to renegotiate or cancel the contract with a full refund if requested.

3.5 Maintain confidentiality and not pass your details to another organisation without your permission unless legally required to do so, and comply with applicable data-protection legislation.

3.6 Our Privacy Information is available through the Compliance section of our website and in PDF or printed form on request.

3.7 Offer signing and attestation support. Where a signing or home visit is included within the agreed scope of the Services, no additional fee will apply. A separate or additional signing support visit, or the provision of an additional professional witness, may be chargeable. Any applicable fee will be confirmed before the service is provided. If you do not use our signing or attestation support, we will provide written signing instructions and, if you send the signed documents to us, we will check free of charge, as far as is practical, whether they appear to have been signed and witnessed correctly. We cannot accept responsibility for a signing or witnessing error which we did not supervise and had no reasonable opportunity to identify.

3.8 Your cancellation and refund rights are set out in Clauses 4 and 5. Where work has started at your written request during an applicable Cancellation Period, any charge or refund will be determined in accordance with those clauses and your statutory rights.

3.9 Where we offer a Will storage service, we do not accept an ongoing obligation to advise you of changes in legislation, taxation or personal circumstances that may affect your documents. We recommend reviewing your Will at least every three years and whenever there is a material change in circumstances, such as marriage, divorce, the birth of children or a significant change in assets.

3.10 Where we cannot legally or practically follow your instructions, we will explain the difference between your instructions or expectations and the service or documents we can provide.

4. Notice of the Right to Cancel

4.1 Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, the Client has the right to cancel the Contract during the statutory cancellation period.

4.2 The Seller is Fern Wills & LPAs, a trading name of Plan C Plus Ltd.

4.3 The reference for communications is the reference shown on the Client's quotation, invoice or receipt, where applicable.

4.4 For a service contract to which the statutory cancellation right applies, the cancellation period begins when the Contract is entered into and ends 14 calendar days later.

4.5 If you expressly request in writing that we begin providing Services during the cancellation period, you may be required to pay a reasonable and proportionate amount for Services supplied up to the point at which you cancel.

4.6 You may cancel by using the optional Cancellation Form in Schedule 1 or by making any other clear statement setting out your decision to cancel.

4.7 A cancellation may be sent to Fern Wills & LPAs at: Admin Office, 11 Wakefield Drive, Welford, Northants, NN6 6HN; or by email to chris@fernwills.com.

4.8 If you send a cancellation before the cancellation period expires, it is sufficient that the communication is sent before the end of that period.

4.9 Use of the Cancellation Form is optional.

5. Refunds, early start and fees for work carried out

5.1 If you exercise a statutory Right to Cancel, this Clause 5 applies in determining any amount payable or refundable.

5.2 If Services have not begun, any payment received for the cancelled Services will be refunded in accordance with your statutory rights.

5.3 If Services have begun during the cancellation period at your express written request and you cancel before the agreed service has been fully performed, we may charge a reasonable and proportionate amount for the Services supplied up to the point of cancellation. Any balance due to you will be refunded, or any amount due from you will be explained in writing.

5.4 If Services begin during the cancellation period without the written early-start request required by law, we will not seek payment for Services supplied during that period where the law prevents us from doing so.

5.5 If you expressly request an early start, you retain the statutory right to cancel until the agreed service has been fully performed. Once the agreed service has been fully performed, you lose that statutory cancellation right where, before performance, you expressly requested the early start and acknowledged that consequence. The early-start request and acknowledgement may be recorded in the Client Care Letter & Acknowledgement or in Fern's approved written fast-start reply route, provided the current quote and these Terms were supplied before the Client's confirmation.

5.6 Outside any applicable statutory cancellation rights, you remain responsible for fees for work actually carried out and any agreed disbursements. Where the agreed service includes a fixed-fee appointment, review or other identifiable stage, the agreed fee for that stage becomes payable in full once that stage has been completed, even if the matter cannot proceed further. If a matter ends before an agreed stage has been completed, we may charge a reasonable and proportionate amount for work completed up to that point. Any additional fee or third-party cost will be explained and agreed before it is incurred.

6. Liability

6.1 If we fail to perform the Services with reasonable care and skill, we will carry out appropriate remedial action at no extra cost where that remedy is available and appropriate.

6.2 We will not be responsible for delay or failure caused by matters beyond our reasonable control, or by the Client's failure to meet the obligations in Clause 7, except to the extent that the law does not permit liability to be excluded or limited.

7. The Client's Obligations are:

7.1 To disclose all relevant facts and answer questions accurately so that we can provide appropriate advice and prepare effective documents. We are not responsible for consequences arising from relevant information which was not disclosed to us and which we could not reasonably have known.

7.2 To read draft documents carefully and confirm that they reflect your wishes and that names, addresses and factual details are correct, adding any missing information not supplied when instructions were taken.

7.3 To return documents and amendments promptly. We are not responsible for delay caused by your failure to return documents, provide information or respond to reasonable requests.

7.4 To notify us if you have not received draft documents within the applicable timescale stated in Clause 3.3, unless another timescale has been agreed.

7.5 To pay the agreed fee for the Services in accordance with the quotation, invoice, Client Care Letter and these Terms.

7.6 If you use the attestation service, to arrange for suitable witnesses to be present at the agreed time unless we have expressly agreed to arrange them.

8. Client Care and Complaints

8.1 Fern Wills & LPAs is committed to providing a high-quality service and communicating effectively with Clients. If you need these Terms in larger print or another accessible format, please tell us and we will help.

8.2 Fern Wills & LPAs maintains a written complaints procedure. If you are dissatisfied, please raise the matter with us first. If it cannot be resolved to your satisfaction, you may refer the matter to the Society of Will Writers under its complaints process. Where applicable, that process includes access to the Society's Alternative Dispute Resolution (ADR) service if the complaint remains unresolved following its intervention. You are not required to use that process and may pursue other available remedies.

8.3 Fern Wills & LPAs adheres to the Society of Will Writers Code of Practice, a copy of which is available on request.

8.4 The Society of Will Writers customer satisfaction survey is available online through the Society's website and a hard copy can be provided on request.

9. Joint Instructions and Conflict of Interest

9.1 Where instructions are provided jointly by two individuals (such as spouses, civil partners or cohabiting partners) for the preparation of Wills or other documents, Fern Wills & LPAs will act on the basis that those instructions are mutual and that all information disclosed by either party may be shared with the other.

9.2 If the relationship between the individuals subsequently breaks down, or if a conflict of interest arises or is reasonably suspected, Fern Wills & LPAs reserves the right to cease acting for both parties. In such circumstances, both parties will be notified and advised to seek independent legal advice. Fern Wills & LPAs will not act for either individual unless both provide written consent and we are satisfied that no conflict or confidentiality issue arises.

9.3 Each party acknowledges that, in such circumstances, no part of the jointly given instructions, draft documents or related information may be relied upon or used by either party individually unless agreed in writing by both parties and Fern Wills & LPAs is satisfied that it is appropriate to proceed.

SCHEDULE 1

Cancellation Notice

This model Cancellation Notice is provided for use where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply. You do not have to use this form; you may cancel by making any other clear statement setting out your decision to cancel.

To: Fern Wills & LPAs

Email: chris@fernwills.com

Post/hand delivery: Admin Office, 11 Wakefield Drive, Welford, Northants, NN6 6HN

Reference: _____

Date Contract Commenced: _____

Consultant's Name: Christopher Watts

I/We hereby give notice that I/we wish to cancel my/our contract for the following Services:

Client name(s): _____

Address: _____

Signature(s) (optional): _____

Date: _____