

Terms of business

Goodwill Professional Services Limited (hereinafter referred to as “the Company”) is a member of the Institute of Professional Willwriters (hereinafter referred to as “IPW”) and it is mandatory that it operates in accordance with the IPW Code of Practice, copies of which are available free of charge either from the Company or from the IPW at the address on page 3 of this document. Any instances of non-compliance with the IPW Code of Practice should be addressed to the IPW.

The purpose of this Letter of Engagement is to explain to you what your rights and obligations are and what rights and obligations the Company has. The terms of this agreement are governed by English laws and any dispute shall be resolved within the jurisdiction of the courts of England and Wales.

Both the Company and the IPW are keen to ensure that the Company provides its services to the highest standards within the profession and in compliance with the Code of Practice.

1) Fees

The Company’s fees for writing Wills and for any additional products or services are enclosed.

2) Our obligations

- a) The Company usually operates a two-visit system. The first visit is to discuss your situation and your requirements and to obtain as much information as possible to enable us to draft your documents.
- b) A second visit will be arranged to return your documents, to explain them to you so that you can be sure that they meet your requirements and to supervise the signing of them. Where documents are being drafted as updates to documents already drafted by the Company, you can elect not to have a second visit and you will receive a discount as described in the enclosed fee sheet.
- c) The Company is obliged to give you best advice. In some cases, this may require additional products or services, provided at extra cost either by the Company or another company recommended by us. You are under no obligation to take up any product or service, but the Company may require you to sign a disclaimer if you choose not to follow the advice provided by the Company.
- d) The Company may require you to sign a disclaimer if you instruct us to draft any product or service in a way that is contrary to our advice.



Pointing you in the right direction

- e) Any advice that is given by the Company is based on its 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.
- f) The Company has Professional Indemnity Insurance of £2million to cover claims and losses worldwide (except in the United States and Canada) arising because of any negligent act by it. Should you have any queries regarding the insurance, please contact BEAM at Fifth Floor, Trinity Point, New Road, Halesowen B63 3HY.
- g) The Company has Public Liability Insurance of £5million to cover claims and losses or damages worldwide (except in the United States and Canada) arising from action by it. Should you have any queries regarding the insurance, please contact BEAM at Fifth Floor, Trinity Point, New Road, Halesowen B63 3HY.
- h) The Company reserves the right to withdraw from any transaction if it is unable to complete any transaction in whole or in part but if it does so, it will write to you immediately and you will not be liable to pay any fees.
- i) The costs of correcting any error or omission on the part of the Company shall be borne entirely by the Company.

3) Your obligations

- a) The validity, accuracy, and suitability of any documents that we provide will partly depend upon the honesty, completeness, and accuracy of your answers to our questions. The Company therefore requires you to be open and honest with the information that you provide to us. The Company is not responsible for any consequences arising from inaccurate or incomplete information provided by you.
- b) To provide sufficient evidence of your identity to enable the Company to confirm your identity and/or comply with Money Laundering Regulations.

4) Timescales

- a) Your draft documents will be available for review 21 working days from the date on which the Company has all the information that it requires to complete your documents.
- b) If an amendment is required at the draft stage, we will endeavour to complete this as soon as possible; but do ask that you kindly allow up to 3 working days for any amendments to be made and new drafts issued.
- c) Your final documents will be available for signing 5 working days after receiving confirmation by yourself that the draft documents are approved.
- d) The Company will update you with regards to changes of timescales in the instance that one cannot be met.
- e) If the Company is unable to meet the above timescales, then you will be able to renegotiate this agreement or you can cancel it without any obligation to pay any fees.

- f) If you are unable to provide all of the information that the Company requires to draft your documents within 28 days of this agreement then you will be liable to pay half of the total fees on the 28th day after this agreement. Any fees paid at this time will be deducted from your final invoice.

5) Payment

Payment will be required, in full, on completion of the documents to your satisfaction. Failure to pay, within the stipulated timeframe on the invoice, may result in your information being passed to the Credit Control team

6) Complaints

- a) If you are not happy with any aspect of service provided by the Company, you should firstly contact our director Ian Quartermaine.
- b) If you wish to make a complaint about any aspect of service provided by the Company, you must, in the first instance write to director Ian Quartermaine at the address below. They will acknowledge your letter within 5 working days of receipt and then investigate the circumstances of your complaint and write to you with the results of their investigation within 60 working days of receipt of the complaint. If we do not find in your favour, we will provide you with information about the IPWADR service – see next item.
- c) If you are not happy with the results of the investigation by the Company, you can contact the Institute of Professional Willwriters who operate an Alternative Dispute Resolution process called IPWADR that will consider your complaint. Please note that you MUST raise your complaint with the Company before you can access the IPWADR. The contact details for IPWADR are:

IPWADR, Trinity Point, New Road, Halesowen, B63 3HY
www.ipw.org.uk/professional/making-a-complaint

- d) These complaints procedures do not prevent you from seeking other means of redress.

7) Use of personal information

The legal basis on which any personal information that the Company collects from you, or that you provide to it, will be processed is as follows. This information may be collected during meetings, in correspondence or in telephone conversations.

- a) Personal information may be processed by the Company for several legitimate purposes, including:
- To carry out its obligations under this agreement.
 - To provide you with information, products and/or services which the Company believes may be of interest to you, if you have given your consent.
 - For accounting purposes and statistical analysis.
- b) The Company will maintain client files for a period of 6 years after 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.

- c) The Company may disclose your personal information to its partner firms and/or sub-contractors who it relies on to be able to provide its services to you, but in doing so it will ensure that they apply the same or greater controls in terms of data protection as the Company does.
- d) The Company may also disclose your personal information in the following circumstances:
- If the Company, or, substantially all of its assets are acquired by a third party, in which case personal information held by us about our customers will be one of the transferred assets.
 - To prevent fraud or if required to do so by law.
- e) Other than as provided in sections (a) to (d) above, the Company will not disclose any personal information to anyone outside of the Company without your specific permission.
- f) Whenever the Company processes personal information as described in sections (a) to (d) above it will ensure that it always keeps the Personal Data rights of you and anyone whose personal information that you provide in high regard and will take account of these rights. You have the right to object to this processing and if you wish to do so, please contact the Company at the address below. Please bear in mind that if you object, it may affect the ability of the Company to carry out its obligations under this agreement and/or to provide products or services to you.
- g) All personal information will be held by the Company under appropriate security.
- h) You have a right to request a copy of the personal information provided by you that the Company processes. If you would like a copy of some, or all, of this personal information, please contact the Company at the address below.
- i) The Company wants to make sure that personal information that it processes is accurate and up to date and you may ask it to correct information that they believe is inaccurate.
- j) If you wish to raise a complaint on how your personal information has been handled, please contact us and we will investigate further. If you are not satisfied with our response or believe we are not processing your personal information in accordance with the law, you can complain to the Information Commissioner's Office (ICO). Their contact details are given below along with the IPW's.

Goodwill Professional Services Limited

Ross House, The Square
Stow on the Wold
GL54 1AF

Institute of Professional Willwriters

Trinity Point
New Road, Halesowen
B63 3HY
www.ipw.org.uk
compliance@ipw.org.uk
0345 2572570

info@goodwillprofessional.co.uk
01451 608899

Information Commissioner's Office

Wycliffe House
Water Lane
Wilmslow
SK9 5AF
www.ico.org.uk
0303 1231113