



Terms of Business

By agreeing the declaration on the Money Sage Services 'Will Instruction' form, you accept that Money Services is acting on your behalf in the preparation of the Will. **We will only accept your business on the basis that we are both bound by these Terms and Conditions. No liability will be accepted for inaccurate information given either verbally or in writing.**

*We do **not** advise on issues of domicile, and only prepare documents on the basis that we are instructed to prepare UK documents. Anyone in doubt as to whether they are considered a UK resident for these purposes must take advice from an expert on domicile – which we are not. Neither shall advice be sought or given from the company in relation to any other legal or taxation matter.*

Definitions:

The Term, 'the Company', shall mean Money Sage Services (which provides advice) and (provides ancillary services but not legal advice in any form) The Term, 'the Client' shall mean you (plural if appropriate); the term 'you' and 'your' shall mean 'the Client' The Term, "Will" or "Wills" shall include any other documents we may prepare for you, including but not limited to Lasting and General Powers of Attorney, Medical Directives, Tenancy Change etc.

For the purposes herein, Will or Wills shall include any other document as is prepared in accordance with your instructions.

Procedures

- a) We normally work by arranging a home visit or completing an instruction form on-line. On the initial appointment, taking your detailed instructions and giving appropriate advice on matters relating to the preparation of your Will(s). Any queries or questions will be answered and a full explanation given on the contents and terminology used in the drafting of your Will(s).
- b) We will take the full fee or as laid down in our fee charging structure given to you.
- c) We then send final documents for your approval within a few days. You must check that these fully express your wishes and check for typing or other errors immediately. We will amend any document free of charge once, provided it is returned to us within 14 days.
- d) You must ensure that the documents are properly signed. It is very easy PROVIDED everyone involved **reads the instructions**, which we will supply. **Not doing so will invalidate the documents.** If you are in ANY doubt, contact us for advice.

The Company undertakes to:

- a) To provide you with the best advice on matters relating to the preparation of your Will(s). In some cases this may mean advice to draw up other documents, or take other action, which may incur further fees. In such cases full details of such charges will be given to you in advance and you are **under no obligation** to proceed with any ancillary services offered. However, in some circumstances you may be asked to sign a declaration stating that you are acting against the advice given.
- b) To dispatch your Will(s), by first class post, within 14 days of taking your final instructions.

However, where circumstances occur which are outside of the Company's control which will result in a delay beyond this period, you will be given a full written explanation and the documents produced as soon as is possible.

In any event the Company shall produce and dispatch the Will(s) to you within 30 days of having taken the initial instruction. The company accepts that there may be errors in the initial documents, or that you may revise your requirements after seeing them. The company will produce, at no extra cost one amended version of any document provided the amendment is notified within 14 days.

Money Sage Services reserves the right to refer your details to any appropriate organisation where additional expertise is required without your express written permission.

The Company undertakes to refund any money paid in respect of the preparation of your Will should you change your mind within 10 days from the date of taking your instructions. However the Company reserves the right to charge you for the advice given, expenses incurred and for any work already carried out on your behalf and in accordance with your instructions.

Your Obligations are:

- a) In order for the Company to provide accurate advice and to produce an effective legal document you are required to disclose all relevant facts and answers to all questions asked. The Company shall not accept liability in respect of information which was not disclosed, and therefore not documented by the person taking your instructions, and which comes to light at a later date as being of relevance and which may affect the validity, effectiveness or content of your Will(s), or advice given.
- b) To read through the Will(s), and other documents provided, to confirm that the Will(s) correctly reflect your wishes as to the distribution of your estate and that the names and addresses of the persons mentioned in your Will(s) are correct, adding any missing data not supplied at the time of taking your instructions. You alone are responsible for ensuring that documents are signed correctly, as we are not present at the time of witnessing.
- c) It is your responsibility to return the documents together with any amendments to the Company within fourteen days of receipt. If you fail to return the documents to the Company, the Company shall accept no liability for the Will(s) and will charge for any amendments.
- d) The Company shall not be responsible for any delay due to your failure to comply with the above.
- e) To notify the Company if you do not receive your Will(s) within two weeks of the first appointment, unless otherwise agreed.
- f) To pay the Will Writing fee in full at the time of the first appointment. The fees for other services may, by agreement, be paid on completion.
- g) In the unfortunate event of a complaint we follow a full complaints procedure. Your initial complaint should first be addressed in writing to Money Sage Services 267 Main Road, Sidcup, Kent DA14 6QL.

*** Addition November 2007 - Lasting Powers of Attorney are peculiarly complex documents and clients are urged to read through them with extreme care, and ensure that signing and dating is carried out in the precisely correct order. We cannot accept responsibility for the delays when this procedure is not followed to the requirements of the Office of The Public Guardian.**

