

partner contract

Parties

1. Trust Wills and Probate Limited trading as WillPack, a company incorporated in England and Wales (registration number 06540022) having its registered office at Eclipse House, Whisby Way, Lincoln, LN6 3LQ (the “**Company**”); and

(the “**Partner**”).

2. I, of
full name *address*

Background

1. The following Contract shall apply to all instructions accepted by the Company. All work carried out in the provision of Will Writing Services is subject to these terms except where changes are expressly agreed in writing.
2. This Contract forms the basis of the terms of business between both parties.

Agreement

1. Definitions

- a. The terms and expressions set out in this contract shall have the following meanings:

“Client(s)” shall mean anyone instructing the Partner for the provision of Will Writing Services.

“Documents” shall mean Wills, Lasting Powers of Attorney or other legal documents produced as part of the Will Writing Services.

“The Society” shall mean the Society of Will Writers and Estate Planning Practitioners.

“Will Writing Services” shall mean the provision of Wills, Lasting Powers of Attorney, Living Wills, notices of severance and other services of a legal nature by the Company to the Partner. It shall also mean inheritance tax advice and other tax planning advice in connection with the preparation of Wills.

“CPD” shall mean Continuous Professional Development.

“Client Files” shall mean all documentation held by the Partner concerning Will Writing Services provided by the Company to the Partner. It shall include, but not be limited to, copies of attendance notes, capacity assessments, suitability letters and other correspondence between the Partner and Client(s). It shall not

include any documentation held by the Partner relating to services not provided by the Company.

2. The Company undertakes to:

- a. Comply with the Client(s) instructions with reasonable skill, care and expedition appropriate to the Client(s) needs.
- b. Provide the Partner with the best advice on matters relating to the Will Writing Services. 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 the Partner in advance although the Partner is under no obligation to proceed with any ancillary services offered. However, in some circumstances, the Partner may be asked to sign a declaration stating that they are acting against the advice given.
- c. Send the Partner draft Documents within 10 working days of receiving the Client(s) instructions and where this time cannot be met due to complexity, advice being sought or other reasons, the Partner will be advised of such by the Company.
- d. Maintain the strictest confidentiality and not to pass on the Partner's or the Client(s) details to any other organisation without express written permission unless legally required to do so and shall comply with all legislation in force relating to data protection.
- e. Cancel the Will Writing Service in respect of the preparation of the Client(s) Documents should they change their mind. The Company reserves the right to charge the Partner for the advice given and for any work already carried out on the Client(s) behalf and in accordance with the Client(s) signed instructions. The fee for this cancellation shall be 50% of the total original drafting costs.
- f. Once final Documents have been dispatched, the Partner shall have 5 working days in which to report information not previously disclosed. Such amendments shall be free of charge. Any amendments to erroneous information not previously disclosed after this date shall attract any further fees in place at that time. Any amendments required due to errors on the part of the Company shall be corrected free of charge regardless of the passage of time.
- g. Provide the Partner with a minimum of 30 days notice of any price changes.

3. The Partner's obligations are:

- a. To notify the Company, at the earliest opportunity, of the receiving of any contentious letter/any other form of communication which may relate to a possible claim.
- b. To ensure that any Will Writing Services undertaken elsewhere other than by the Company is in accordance with the Society's Code of Practice and that appropriate professional indemnity insurance is in force for those Will Writing Services.

- c. To disclose all relevant facts and answers to all the questions asked to allow the Company to provide accurate advice and to produce an effective legal Document. The Company shall not accept liability in respect of information which was not disclosed, and therefore not documented by the Partner taking the Client(s) instructions, and which comes to light at a later date as being of relevance and which may effect the validity or content of your Client(s) Documents or advice given.
 - d. To read through the draft Documents provided, to confirm that they correctly reflect the Client(s) wishes as to the distribution of their estate and that the names and addresses of the persons mentioned in their draft Documents are correct, adding any missing data not supplied at the time of taking the Client(s) instructions.
 - e. To respond to the draft Documents together with any amendments and/or answers to any questions asked to the Company within 10 working days. If the Partner fails to respond to the Company within this period, the Company reserves the right to issue the Client(s) Documents and invoice and shall accept no liability for the Documents. The Company shall not be responsible for any delay due to the Partner's failure to comply with the above.
 - f. To pay the fee due for the provision of Will Writing Services in full and in accordance with the terms of the Company's invoice.
 - g. To keep their membership with the Society active and up-to-date at all times.
 - h. To comply with the CPD requirements set out by the Society and provide the Company with a completed Annual Audit Form with evidence of all CPD undertaken during the membership year.
 - i. To provide the Company with copies of Client Files relating to particular Client(s) on request by the Company. The Company may request copies of Client Files in the following events:
 - Following receipt of any contentious letter/any other form of communication which may relate to a possible claim.
 - Where the Company has concerns that an instruction for Client(s) is of a contentious nature.
 - The Company may complete random audits of certain files for compliance purposes.
4. The Company retains the right to:
- a. Refuse to accept or continue the Will Writing Services due to any conflicts of interest or any other circumstances that is considered high risk to the Company.
 - b. Refuse to accept or continue any communication due to the Partner's use of abusive or otherwise unacceptable language or behaviours.

- c. Terminate the Partner's affiliate membership with The Society due to the Partner's non-compliance with their terms of membership.
- d. Terminate the Partner Contract due to the Partner failing to comply with the terms of this Contract.

5. Client care

- a. The Company is committed to providing you with a high-quality service. An essential part of that service is that we will communicate effectively with you so that you are kept informed of progress.
- b. The Company maintains a full complaints procedure to which any complaint should first of all be addressed. If the matter is unable to be resolved to your satisfaction you may refer it, in writing, to the Complaints Department, The Society of Will Writers. Chancery House, Whisby Way, Lincoln, LN6 3LQ.
- c. The Company complies with the Society's Code of Practice of which a copy is available upon request.

5. General

- a. No amendments to this Contract shall be effective unless it is signed by both parties.
- b. This Contract shall be governed by the laws of England and Wales.
- c. This Contract is personal to the Partner and is not transferable.
- d. Nothing in this Contract shall constitute or be construed as constituting a partnership or joint venture between the parties for any purposes whatsoever.
- e. The Partner has neither the power nor authority to bind the Company or contract on its behalf or create any liability of the Company in any way.

SIGNED for and on behalf of by:

signature

date

SIGNED for and on behalf of **Trust Wills and Probate Ltd t/a WillPack** by:

signature

date