

Terms and Conditions & Retainer

01: Definitions:

- a) The term "The Company", "us", "we" or "our" shall mean ""
- b) Montgomery Paul Ltd t/a Trust Assured Wills
- c) The term "the Client" shall mean "you".
- d) The term "you" or "your" shall mean "the Client".
- e) The term "Will", or "Wills" shall include any other document(s) that is / are prepared in accordance with your instructions.

02: The Company agrees:

- a) To provide you with the best advice on matters that relate to the preparation of your Will. This may mean that you will wish to instruct the Company to create further documents for you. Such documents will be charged accordingly. Full details of such charges will be given to you in advance of you giving your instructions to the Company. You are under no obligation to take up the Company's advice. If, however, you decide not to do this you agree, if requested, to sign an appropriate notice stating that you are not taking up the advice given.
- b) To despatch your draft Will, to you, by First Class Post, within an average of two weeks after receiving your initial instructions. In certain circumstances, where you agree with the Company that your drafts are despatched earlier than the average, then a fee may be required for this service. If so, it will be mutually agreed at that time. If circumstances beyond our control mean that we cannot despatch your drafts within the average time, we will send them to you as soon as is possible after this.
- c) To maintain the strictest level of confidentiality in relation to your details and affairs. We will not pass your details to any other party save as is required to do so by law.
- d) To refund any money you have paid to us in respect of the preparation of your Will if you decide to change your mind (in writing) within 7 days from the date of us taking your instructions.

03: The Company does NOT agree:

- a) To accept any liability or obligation to keep you advised of any changes in legislation or taxation that may affect you and may necessitate a review of your Will. However, we do suggest that you review your Will every three years or when there are any relevant changes in your circumstances.

04: You agree:



- a) To disclose all relevant details to our consultant. The Company cannot be liable for any errors in your Will or costs incurred in resolving any errors caused as a result of incorrect, or lack of, information provided by you.
- b) To read through the Will, when you receive it, to confirm it reflects your wishes. If there are any errors or it does not reflect your wishes you agree to notify us within 10 days of us posting the Will to you. If you wish us to store your Will you agree to return it duly executed (signed) within 10 days of us posting the Will to you.
- c) To notify the Company if you do not receive your will within thirty-three days of us taking your instructions.
- d) To pay our fees in full at the first appointment when we take your instructions. You further agree that we can retain original documents until we receive "cleared funds".
- e) To notify the Company should any person who was due to benefit by your Will, Executor, Attorney or guardians pre-decease you.
- f) That unless specifically agreed in writing we have not been retained to provide advice regarding business interests, welfare benefits, finances as regulated by the Financial Services Authority or potential liabilities for residential care and / or nursing (home) charges.
- g) That we may contact you or your appointed Executors, Trustees, Guardians and Appointees as and when we feel it appropriate.
- h) To notify us of any change to your address or marriage / partnership status so that we can maintain our records accordingly and accurately.

05: Client Services:

- a) The Company is committed to providing a high level of service. If you have a complaint then you should write in the first instance, to the Client Services Manager. If your complaint is not resolved to your satisfaction then you should write to The Managing Director. **Montgomery Paul Limited, THE CORNER HOUSE, 2 HIGH STREET, AYLESFORD, KENT, ME20 7BG**

