

Terms and Conditions

1. Application

Aber Wills Ltd of Unit 4, Ffordd yr Onnen, Lon Parcwr Business Park, Ruthin, Denbighshire, LL15 1NJ (we or us) provides services to include the drafting and preparation of Wills, Powers of Attorney and other legal documents and advice and assistance in relation to those activities (the services).

These Terms and Conditions (the terms) shall apply to the provision of the services as agreed between us and you (the client). No other terms and conditions shall apply to the provision of the services unless agreed upon in writing between us and you.

2. Acknowledgement

We will not start work on your matter until we receive your acceptance of the terms. Your acceptance will be treated by us as your consent to start work.

You may accept the terms:-

- By signing and returning to us a printed copy of the terms; or
- By emailing us stating that you accept the terms; or
- By continuing to instruct us in circumstances where you have not indicated your acceptance of the terms.

3. Interpretation

3.1 "Business day" means a day other than a Saturday, Sunday or bank holiday.

3.2 Headings are for convenience only and shall not affect interpretation.

3.3 Words imparting the singular number shall include the plural and vice-versa.

3.4 "Quotation" means any written quotation or estimate of fees calculated on an hourly, daily, fixed amount or other basis.

4. Services

4.1 In consideration of our fees being paid in accordance with the terms we will provide the services to you.

4.2 We will use reasonable care and skill in our performance of the services.

4.3 We will use our best endeavours to complete performance of the services within the time agreed as set out in our quotation; however, time will not be of the essence in the performance of these obligations.

5. Client Obligations

5.1. You will provide us with clear, timely and accurate instructions.

5.2. You will provide us with all the documents required to deal with your matter in a timely manner.

5.3. You will safeguard any documents that are relevant to your matter.

5.4. You will advise us immediately of any change in your address or circumstances.

5.5. You will advise us immediately if any of the information you have provided, at any stage, is or becomes false, inaccurate or misleading.

5.6. You acknowledge that we are not liable for the content and effect of any document we produce for you based on incorrect information which you have provided to us.

5.7. You shall provide us with timely access to all relevant information, materials and other matters which are required to enable us to provide the services. **This includes providing us with acceptable evidence of your identity, in the absence of which we cannot start work for you.**

5.8. We shall not be liable for any delay or failure to provide the services where such delay or failure is due to your failure to comply with the provisions of this clause.

6. Fees

6.1 Our fees for the services (the fees) are set out in our correspondence with you.

6.2 The fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

6.3 Where we indicate a fixed fee for a particular matter, we shall use our best endeavours to complete the matter for that amount, but reserve the right to charge additional fees if further work or advice becomes necessary. Such additional fees shall be charged at an hourly rate of £50.

6.4 We may at our discretion issue interim bills to you, especially if the work proves unexpectedly complicated or if you fail to provide us with instructions in a timely manner.

6.5 We ask for payment of our fees before releasing or posting any documents we have prepared, and reserve the right to retain any such documents until our fees are paid.

6.6 Disbursements (for example, postage costs and Land Registry fees that we pay on your behalf) will be included in our bills.

6.7 We may charge travel expenses at 45p per mile, and travel costs at an hourly rate of £50.

7. Contract and Variation

7.1 Your acceptance of the terms constitutes confirmation by you of your order for the services as agreed between us.

7.2 Having issued the terms (which is a contractual offer to provide the services) we agree to enter into a contract for the provision of services upon your-acceptance of the quotation and of the terms.

7.3 Either you or we may cancel the order for any reason prior to your acceptance of the quotation.

7.4 If you wish to vary any details of the services you must notify us in writing as soon as possible. We shall endeavour to make any required changes and any additional costs incurred shall be invoiced to you.

7.5 The terms supersede all other prior understandings and agreements, either oral or in writing, with respect to our provision of services to you. The terms constitute the sole and only agreement with respect to our supply of services to you.

7.6 Following your acceptance of the terms, we shall invoice you for the fees either:

- (a) upon completion of our provision of the services; or
- (b) on the invoice dates set out in our quotation; or
- (c) on delivery of an interim bill as mentioned in 6.4 above.

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7.7 You shall pay the fees due within **14 days** of the date of the invoice or otherwise in accordance with any credit terms agreed between us.

7.8 Time for payment shall be of the essence of the contract between us.

7.9 If you fail to make payment within the period in sub-clause 7.7, we shall charge interest at the rate of 8% per annum above the Bank of England base rate from time to time on the amount outstanding until payment is received in full.

7.10 If you fail to make payment within the period in sub-clause 7.7 we shall have the right to suspend any further provision of services and to cancel any future services which may have been ordered by you.

7.11 Receipts for payment will be issued at your request.

7.12 All payments must be made in GBP unless otherwise agreed between us.

8. Sub-Contracting

8.1 We shall be free to sub-contract the provision of the services (or any part of the services).

8.2 Where we sub-contract the provision of the services (or any part of the services) we shall ensure that all sub-contractors are reasonably skilled in the relevant practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors on to you.

9. Termination

9.1 We may terminate the provision of the services immediately if you commit a material breach of your obligations under the terms.

9.2 Cancellation

You have a right to cancel your instructions. As a 14-day cancellation period applies, we are unable to start work until the cancellation period expires, unless you expressly request us to do so. By signing the terms, you are explicitly agreeing that we can start work straight away, before the end of any cancellation period. You are also acknowledging that in these circumstances you will lose any right to cancel the contract if the service has been fully performed within the 14-day cancellation period. If we do start work and you then cancel your instructions during the cancellation period, you will be responsible for any fees we have reasonably incurred up to the point of cancellation.

10. Intellectual Property and Data Protection

10.1 We reserve all copyright and any other intellectual property rights which may subsist in our products or in connection with our provision of the services. We reserve the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.

10.2 All personal information that we may use will be collected, processed and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR. For details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose for which personal data is used, the legal basis for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Policy.

11. Liability and Indemnity

Please note the following points concerning the limits of our liability to you:

11.1 Any work that we do for you may have tax implications and involve consideration of estate planning strategies. We will not advise you on the tax implications of a particular transaction or strategy, or the likelihood of them arising. If you have concerns in this respect, please take appropriate advice from a suitably qualified professional. At your request we can introduce you to a competent accountant or IFA.

11.2 We will not be liable to you for any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement.

11.3 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost chances or opportunities. We can only limit our liability to the extent the law allows.

11.4 Whilst we endeavour to ensure that our email and attachments are checked by virus detection software no liability is accepted for any loss or damage caused by viruses emanating from or relayed to you by this firm.

11.5 We assume no responsibility for any critical date in any transaction, meaning a deadline that you may have imposed for the completion of the transaction.

11.6 We shall not be liable to you or be deemed to be in breach of the terms by reason of any delay in performing, or any failure to perform, any of our obligations if such delay or failure is due to any cause beyond our reasonable control.

11.7 Nothing in the terms shall limit or exclude our liability for death or personal injury caused by our negligence or for any other matters for which it would be unlawful to exclude or limit liability.

11.8 You acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, have been made to you by us, which are not embodied in the terms, and that any statement or promise that is not contained in the terms shall not be valid or binding or of any force or legal effect.

12. Miscellaneous

Where you are an individual consumer, your statutory rights are not affected by any of the terms. Further information on your statutory rights can be obtained from a Solicitor, Trading Standards Office or Citizens Advice. Our services are provided solely for your benefit as our client, and the terms are enforceable only by you and us, and not by any third party. We have no duty or responsibility to any other person (unless that person is also a client of ours), even if the objective of your instructions is to benefit a third party.

13. Complaints

We are committed to providing a high-quality service to all our clients. Any complaint is a serious matter and is dealt with promptly. We will fully investigate the circumstances of the complaint and the issues that are raised. All complaints are recorded on our central register. We will then investigate and respond to you. Complaints that cannot be resolved at this stage are then escalated to our Director and ultimately, you are able to take legal advice if the complaint cannot be resolved within 4 weeks of the initial notification. We try to ensure this process is completed within 4 weeks, but it is our aim to resolve the complaint to your satisfaction as quickly as possible.

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14. Email Communications

We will use email for communication with you. However, there are some specific issues of which you should be aware:

14.1. Communications over the internet are not secure. You must guide us as to what should not be sent over the internet to you or on your behalf.

14.2. Emails do not always reach the intended recipient. We cannot guarantee that every email, sent or received, will reach the end user. Whilst we take reasonable precautions against viruses by use of a firewall and virus checking software, we do not guarantee that our email correspondence will be free from viruses. If we are to communicate by email, it is on the basis that you will also take reasonable precautions to prevent such viruses, hacking, or other harmful devices. If you provide us with an email address, we assume that you are happy for us to communicate with you via email and to store your emails.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

16. Communications

16.1 All notices under the terms shall be in writing and signed by or on behalf of the party giving notice (or a duly authorised officer of that party). In the case of email communication, an electronic signature is acceptable.

16.2 Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- (b) when sent if transmitted by email and no delivery failure report is generated;
- (c) on the second business day following mailing, if mailed by First Class mail; or
- (d) on the third business day following mailing, if mailed by Second Class mail.

16.3 All notices under the terms shall be addressed to the most recent postal address or email address notified to the other party.

17. No Waiver

17.1 No waiver by us of any breach of the terms by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.2 No failure or delay on the part of either you or us to exercise any right, power or privilege under the terms shall operate as a waiver of any other right, power or privilege under the terms.

18. Severance

In the event that one or more of the terms is found to be unlawful, invalid or otherwise unenforceable, that or those provisions shall be deemed severed from the remainder of the terms (which shall remain valid and enforceable).

19. Law and Jurisdiction

19.1 The terms (including any non-contractual matters and obligations arising from them or associated with them) shall be

governed by and construed in accordance with the laws of England and Wales.

19.2 Any dispute, controversy, proceedings or claim between us relating to the terms (including any non-contractual matters and obligations arising from them or associated with them) shall fall within the jurisdiction of the courts of England and Wales.

I / we accept these Terms and Conditions and authorise Aber Wills Ltd to commence work on my / our behalf:

Signed.....

Signed.....

Dated.....