



Terms of Engagement

Definitions:

The Term, 'the Company', shall mean **Compass Insurance Management limited, trading as Compass Will Writers and Estate Planning Practitioners, Compass House, 77 High Street, Gorseinon, Swansea, SA4 4BL.**

The Term, 'the Client' shall mean you; the term 'you' and 'your' shall mean 'the Client'

The Society shall mean The Society of Will Writers and Estate Planning Practitioners

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

1. Procedures

- (a) 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).

2. 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 draft Will(s), by first class post, within 14 (fourteen) days of taking your initial 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 draft Will(s) to you within 30 (thirty) days of having taken the initial instruction.
- c) To maintain the strictest confidentiality and not to pass on your name or details to any other organisation without your express written permission. The Company is registered under the Data Protection Act 1984, and therefore all information disclosed to us will remain totally confidential.
- d) The Company undertakes to refund any money paid in respect of the preparation of your Will(s) should you change your mind within 10 (ten) days from the date of taking your instructions. However the Company reserves the right to charge you for the advice given and for any work already carried out on your behalf and in accordance with your signed instructions.
- e) The Company offers a chargeable Attestation Service that supervises the signing and witnessing of your Will(s) at your home. The Company will not take responsibility for ensuring the validity of your Will(s) where the Attestation Service has not been taken up and the execution supervised by an agent of the Company. The signing of your Will(s) (the Execution) must be carried out according to the law of England and Wales in order for your Will(s) to be valid. All Will(s) will be supplied to you with full written instructions of how these should be completed.
- f) Where the Company offers a Will Storage service, the Company does not accept any liability or obligation to advise you of any changes in legislation or taxation which may affect you either directly or indirectly and may necessitate a review of your Will(s). Any Will should be reviewed every three years and on the occasion of any material change in your circumstances, such as divorce, marriage, the birth of children, or the inheritance of a large sum of money etc.

3. 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 effect the validity or content of your Will(s), or advice given.
- b) To read through the draft Will(s), and other draft documents provided, to confirm that the draft Will(s) correctly reflects 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.

- c) It is your responsibility to return the documents together with any amendments to the Company within 10 (ten) days of receipt. If you fail to return the documents to the Company, the Company shall accept no liability for the draft Will(s).
- 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 draft Will(s) within 2 (two) weeks of the first appointment, unless otherwise agreed.
- f) To pay the Will Writing fee in full on the date of the first appointment. The fees for other services may, by agreement, be paid on completion.
- g) If you are having the Attestation Service, you should arrange for the Witnesses to be present at the time of the execution of your Will.

4. 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 and that you are kept informed of progress.
- b) The Company operates a full Customer Care Service of which all our staff are fully aware and 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 Director General, The Society of Will Writers. First Floor Chambers, Roe House, Boundary Lane, South Hykeham, Lincoln LN6 9NQ
- c) The Company complies with the Society's Code of Practice of which a copy is available upon request

I/We accept the above terms of business and agree to abide by them and to be bound by them. We acknowledge that we have received a copy of this agreement.

Signed: _____ (1st Testator) Print Name: _____

Signed: _____ (2nd Testator) Print Name: _____

Dated: _____

Signed: _____
On behalf of Compass Will Writers, a trading style of Compass Insurance Management Limited

Services & Tariffs

Services & Tariffs	
Single Will	£90
Mirror Wills (Joint)	£150
Lasting Power of attorney	Price on application
General Power of Attorney	£125
Codicil	£50
Documents Storage (A4 envelope)	£10 Annually
Living Wills (Advance Directive)	£75
Bereavement Administration	Fixed cost
Supervised Attestation	£25
Fixed fee probate (Estate up to £400,000)	1.0%
Package One Single Will, one year's free storage, free amendments during the year after attestation, general power of attorney and supervised attestation	£200 (separate cost £250)
Package Two Joint Wills, one year's free storage, free amendments during the year after attestation, general power of attorney and supervised attestation	£350 (separate cost £435)

We are not currently registered for VAT