



## TERMS & CONDITIONS

### 1. Cheshire Estate Planning Services Terms of Business

- 1.1. Client – means the person or company identified on page 1 of the Contract accompanying this document.
- 1.2. Company – Cheshire Estate Planning Services – whose address and company number are on page 1 of the Contract accompanying this document.
- 1.3. Contract – The Contract accompanying this document and these Terms & Conditions.
- 1.4. Contract Price – the price stated in the Contract for the Services inclusive of VAT and disbursements.
- 1.5. Services – those services listed in the Contract and purchased by the Client for the preparation of Wills, Trusts, Powers of Attorney and associated Services.
- 1.6. Company Representative – Any employee, agent, franchisee or other expressly authorised person by the company in the sale of its product.

### 2. Basis of the Contract

- 2.1. The Company agrees to provide the Services to the Client and the Client agrees to pay the Contract Price in accordance with the terms of the Contract.
- 2.2. These Terms and Conditions shall apply to all contracts for the provision of services by the Company to the Client to the exclusion of all other terms and conditions howsoever purported to be part of the Contract. Acceptance of the provision of the Services or any of them shall be deemed conclusive evidence of the Client's acceptance of the Contract.
- 2.3. The Company may, from time to time, instruct agents or consultants or otherwise to carry out its obligations under the Contract.
- 2.4. The Client may not assign its rights under this Contract without the express written authority of the Company.
- 2.5. Any variation to these terms howsoever made shall be inapplicable unless such variation has been expressly agreed by the Company and in writing.
- 2.6. Any reference in this Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 2.7. Any verbal representations made to you by a company representative that conflicts with these terms shall not be binding unless given to you in writing and signed on our behalf. If in doubt these terms and conditions shall prevail.
- 2.8. All advice and products provided by the company are based solely on the information that you provided to us and noted in our fact find. The company shall not be liable for any errors or omissions made by you in that regard.

### 3. Your Responsibilities to Us

- 3.1. The Client agrees to provide the Company with such information, documents or otherwise as it may reasonably need to complete the Services, and in a timely manner.
- 3.2. The Client will ensure that such information is accurate.
- 3.3. Company provides the Services on the basis of information supplied by the Client. The Company is only able to provide advice and products based on what the Client provides.
- 3.4. Any property belonging to the Client, inclusive of title deeds, shall transit solely at the Client's risk.
- 3.5. To review draft products and products sent to you by us and notify us of any errors, omissions or changes required in a timely manner.

### 4. Opting to Waive the Cooling off Period

- 4.1. Please read clause 5 below before deciding whether to waive the cooling off period.
- 4.2. The Client may choose to waive their right to cancel this contract within 14 days of the date of signing this Contract.
- 4.3. The Client may choose to do so, for example, if they are ill and require the Services to be undertaken quickly. 4.4 If the Client chooses to waive their right to cancel this Contract within 14 days, they should do so in writing, stating why they have chosen to do this.
- 4.4. If the Client waives these rights, clauses 5.1 – 5.8 below will not apply to the Contract between the Client and the Company.

### 5. Right to Cancel

- 5.1. The Company provides tailored legal instruments to Clients. You have the right to cancel this Contract within 14 days from the signing of this Contract.
- 5.2. If you cancel this Contract within 14 days, you shall be entitled to a full refund from the Company of the Contract Price.
- 5.3. You can cancel this Contract at any time within 14 days by delivering or sending (including by email) to us a cancellation notice.
- 5.4. Only the Clients that enter in to this contract may cancel it.
- 5.5. You may use the lower part of this form, entitled 'Cancellation Notice', to cancel this Contract.
- 5.6. You are advised to keep a copy of any cancellation notice, along with a postal receipt (as relevant).
- 5.7. Should you cancel this contract, we will return your monies to you within 14 days of receipt of your notice. We will not charge you any sum for the return of your money.
- 5.8. The cancellation notice at the bottom of this form includes details of our address and email address that you should send a cancellation notice to. Please only return this form if you would like to cancel this Contract.

### 6. Complaints Procedure

- 6.1. We try very hard to ensure that we deliver legal solutions to Clients expeditiously. If in the unlikely event you have cause to complain to the Company, you should contact us by telephone, email or post and request a copy of our complaints procedure.
- 6.2. The complaints procedure confirms how to complain, how we will handle your complaint, how we will seek to resolve your complaint and what to do if, having received our conclusion to your complaint, you are still unhappy.

### 7. Limitation of Liability

- 7.1. The Company shall not be liable for any errors or defects in the Services which are not notified in writing to us within 14 days of completion of any part of the Services nor any errors approved by the Client or any third party.
- 7.2. This Contract represents the whole agreement between parties and all other warranties, conditions, terms, under takings or representations of any kind whether express or implied, statutory or otherwise relating to the provision of Services under or in connection with the Contract are expressly excluded from the Contract.
- 7.3. Any obligations of the Company under the Contract is contingent upon the Client performing all of its obligations under the Contract.

### 8. Confidential Information

- 8.1. The Company shall not disclose without the Client's express written permission any confidential information to anyone who is not another relevant professional as referred to in clause 8.2.
- 8.2. Sometimes we ask other professionals to review our work or produce it where relevant. This is to ensure that we remain legally compliant and that our advice to you remains correct and up to date. We will always seek a confidentiality agreement with these outsourced providers. If you require any further information in this regard, please ask us.

### 9. Notice to Cancel

- 9.1. If you wish to cancel this contract you MUST DO SO IN WRITING via electronic mail to the following email address:  
dania@cheshireestateplanning.co.uk



# Cheshire Estate Planning