

Rose Trust

Terms & Conditions

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Terms and conditions of Rose Trust

- (a) Rose Trust" means the business Rose Trust and includes the services, information and documents provided through the website www.rosetrust.co.uk. Rose Trust specialists are registered members of the Society of Will Writers and adhere to its code of practice.
- (b) "Individual(s)" means the person(s) using the Rose Trust writing services including the services, information and documents provided through the website www.rosetrust.co.uk.
1. Use of this site and/or submission of a request for a free consultation constitutes acceptance of these Terms & Conditions. If you do not wish to be bound by these Terms & Conditions then please do not use the services of Rose Trust or any information contained within the site.
 2.
 - (i) The free consultation service offered by Rose Trust is intended to provide general advice and not specific advice relating to Individuals financial or personal circumstances. It does not create a solicitor/client relationship and does not constitute legal advice, Rose Trust will provide general guidance only and the consultation will need to be personalized to suit an Individuals own specific circumstances, legal advice is therefore recommended in all circumstances. Rose Trust will not be liable if an Individual uses any information provided in the consultation or which appears on this site without the Individual obtaining appropriate legal advice.
 - (ii) Rose Trust is not a firm of solicitors and therefore a solicitor/client relationship does not exist for any of the services, information or documents provided by Rose Trust. Rose Trust does not propose to offer in depth tax advice and any tax advice given will be of a general nature and confined to the Will or other legal document.
 - (iii) The information given in this website is only applicable to the law of England and Wales. The law and practice does change frequently and while Rose Trust has made every effort to ensure the accuracy of the content we accept no liability for any loss from acting, or from failure to act as a result of it.
 - (iv) The Wills and other documents offered by Rose Trust are legally correct on the date they are drafted, we advise you regularly review your Will or other legal document to ensure that the provisions are still in place, please contact Rose Trust at anytime and we can advise you on whether you need to make any alterations to your Will or other legal document.
 - (v) Rose Trust does not propose to offer in depth tax advice, this guide provides general advice on issue of tax relating to Wills and other documents and is not intended as a comprehensive guide. If you require more involved tax planning then we recommend you contact an Independent Financial Adviser who can conduct a full fact-find.
 - (vi) Rose Trust operate a complete satisfaction or money back guarantee, this guarantee operates for 28 days after receipt of the Wills or other documents by our clients.

3. The service offered is only available and appropriate to Individuals who:
 - are living in England or Wales;
 - are 18 years of age or over;
 - can understand the purpose of writing a Will or other document.
4. Rose Trust accepts no responsibility for verifying the identity of an Individual.
5. Rose Trust will not be liable for any inaccuracies, errors, omissions, falsehoods or otherwise and the Individual (or the estate of the Individual) making any of the aforementioned shall indemnify Rose Trust in respect of any claim arising therefrom.
6. Rose Trust will supply the completed Will or other legal document to an Individual as soon as reasonably practicable when all instructions have been satisfactorily obtained. Wills and other documents shall be provided to Individuals by recorded delivery, e-mail attachment or personal delivery. Rose Trust has absolute discretion in deciding which format to use. The initial consultation will form the basis for the drafting of any document.
7. Rose Trust will provide with the Will or other legal document detailed instructions on how to correctly execute them. The instructions must be strictly adhered to and Rose Trust accepts no liability for any loss whatsoever arising out of a failure to fully observe such instructions. Should a beneficiary suffer a loss as a result of an Individual's failure to follow the instructions, the Individual (or the estate of the Individual) will indemnify Rose Trust in respect of any claim made by the beneficiary. If a Will or document is sent by post or e-mail Rose Trust will check that the document is signed correctly if it is sent back to us by recorded delivery for checking. The document will be checked and returned by recorded delivery and our liability in terms of returned items is limited to the amount that can be claimed back in compensation from Royal Mail (or whichever postal carrier is used) and the responsibility for insuring against such loss is entirely yours.
8. Rose Trust cannot ensure the following are complied with for the signing of any Will or legal document:
 - a) that the witnesses are over 18
 - b) that the witnesses have the necessary mental capacity;
 - c) that the witnesses are not married to a beneficiary in the case of a Will (unless it is apparent from the content of the Will);
 - d) that the witnesses saw the individual sign the Will or legal document;
 - e) that the individual watched the required number of witnesses sign the legal document. Should a beneficiary suffer a loss as a result of an Individual's failure to comply with any of the above the Individual (or the estate of the Individual) agrees to indemnify Rose Trust in respect of any claim made against it by the beneficiary.

9. Rose Trust accepts no responsibility for any loss caused by an Individual(s) failure to execute the Will or other legal document in good time or at all. Should a beneficiary suffer a loss as a result of an individuals failure to execute the Will in good time or at all, the Individual (or the estate of the Individual) agree to indemnify Rose Trust in respect of any claim made against it by the beneficiary.
10. Rose Trust will not review an Individuals Will or other legal document from time to time or in the light of changes in the law or taxation. The responsibility for review is the Individuals. Rose Trust will not notify an Individual if there are any changes in the law or taxation relating to the Individuals Will or legal document.
11. Rose Trust accepts no liability whatsoever for any loss caused by any computer virus transmitted from the Rose Trust site.
12. Rose Trust accepts no liability for any loss caused should the Will or other legal document be lost or delay of any email transmission or should the Will or other legal document be lost or delayed in the post.
13. An Individual may cancel the purchase of a Will or other legal document written by Rose Trust within 7 days of receiving final instructions after a home visit.
14. Rose Trust reserve the right to change these Terms and Conditions without notice. Such changes shall take effect immediately upon them being posted on our website. In accepting these terms and conditions you are deemed to accept such variations.
15. These Terms and Conditions are subject to the law of England and Wales.
16. Any provision of these Terms and Conditions which are declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and the other provisions of these Terms and Conditions shall continue unaffected.
17. Rose Trust shall not have any liability whatsoever or be deemed to be in default for any delays or failure in performance under these Terms and Conditions resulting from acts beyond its control, including but not limited to acts of God, acts or regulations of any governmental or supranational authority, war or national emergency, terrorist activities, accident, fire electricity failure or power cuts or server malfunction.
18. The information and documents provided by Rose Trust are provided on an "as is" basis without any representations or endorsements made and without any warranty of any kind whether express or implied, including but not limited to implied warranties of fitness for purpose, merchantability and accuracy.
19. Rose Trust shall not be liable in anyway for indirect, incidental, special or consequential damages, including, but not limited to, loss of business or profits or any other financial loss, arising out of or in anyway connected with the use of this site or any documents supplied, under any law or on any basis whatsoever whether contractual or otherwise.

20. Rose Trust complaints procedure is as follows. Complaints should begin by way of e-mail with 'Complaint' in the subject matter. We will acknowledge receipt of your complaint within seven days. We will then fully respond to your complaint within 14 days. If we uphold your complaint a full refund will be made for any amounts paid. If we do not uphold your complaint we will reply with full reasons why. If you disagree then you should contact us again using the same method outlined above outlining your reasons. If you are then still not satisfied you may contact the Society of Will Writers.
21. Rose Trust specialists are Members of the Society of Will Writers and below is the standard Terms of Business of the society which requires signing at the end of the initial home visit service:

Terms of Business / Retainer:

The following standard terms of business 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. These terms of business form the basis of the contract between the Company and the Client.

Definitions:

- The 'Company', shall mean Rose Trust
- The 'Client' shall mean anyone instructing the Company for the provision of 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, probate advice and other services of a legal nature provided by a Member to his clients. It shall also mean inheritance tax advice and other tax planning advice in connection with the preparation of Wills
- "Documents" shall mean Wills, powers of attorney or other legal document produced as part of the Will Writing Services

1. Procedures

- a) On the initial appointment your detailed instructions will be taken and appropriate advice given on matters relating Will Writing Services. Any queries or questions will be answered and a full explanation given on the contents and terminology used in the drafting of your Documents.

2. The Company undertakes to:

- a) Comply with your instructions with reasonable skill, care and expedition appropriate to your needs.
- b) Provide you 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 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.

- c) Comply with the client`s instructions using all due skill, care and expedition appropriate to the need of the client. Regarding the dispatch of documents members must adhere to the following timescales unless otherwise agreed in writing with the client at the time that the client`s instructions are received. The following timescales take effect immediately upon the client providing all the information required to complete the agreed instructions.
- Dispatch of Draft documents – 7 working days
 - Dispatch of executable documents AFTER drafts are approved – 7 working days
 - Dispatch of executable documents if drafts are NOT supplied – 14 working days
- d) However where circumstances occur, including those which are beyond the Member`s control, which result in the documents being delivered outside the above stated timescales, the client must be informed and upon their request must be provided with a full written explanation for the cause of the delays AND the opportunity to renegotiate or cancel the contract, with a full refund being provided should it be requested by the client.
- e) Maintain the strictest confidentiality and not to pass on your details to any other organisation without your express written permission unless legally required to do so and shall comply with all legislation in force relating to data protection.
- f) Offer a chargeable attestation service that supervises the signing and witnessing of your Documents at your home. The Company will not take responsibility for ensuring the validity of your Documents where the attestation service has not been taken up and the execution supervised by an agent of the Company. The signing of your Documents must be carried out according to the law of England and Wales in order for your Documents to be valid. All Documents will be supplied to you with full written instructions of how these should be completed.
- g) Refund any money paid in respect of the preparation of your Will(s) should you change your mind within 7 days from the date of taking your instructions. After the expiration of this period 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. An itemised bill will be produced for any charge falling due under this term. (see section c, Your rights to cancel)
- h) 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 Documents. 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.
- i) Where the company cannot legally or practically follow the instructions given by the client, the company must explain any differences between the client`s instructions or expectations and the documents to be provided.

3. Notice of the Right to Cancel

- a) As a consumer under The Cancellation of Contracts made in a Consumers Home or Place of Work etc. Regulations 2008 (‘the Regulations’) you have the right to cancel this contract within 7 days (the Cancellation Period) starting from the date you are issued with the notice of your rights to cancel.

- b) Your notice of cancellation must be in writing and issued within the Cancellation Period and sent to the Company or other person if specified in the notice of the right to cancel
- c) A cancellation notice sent by post is taken to have been served at the time of posting whether or not it is actually received. Proof of posting may be required.
- d) Where a cancellation notice is sent by electronic mail it is taken to have been served on the day it is sent
- e) The effect of a cancellation under the Regulations is that the contract is treated as if it had never been entered into and the liabilities of both parties are terminated.
- f) If you require your Documents urgently and require that the Company commence work prior to the expiration of the cancellation period you can agree to waive your rights under the Regulations by signing a waiver agreement. This will mean that you will lose your right to the Cancellation Period.

4. Your Obligations are:

- a) 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 person taking your instructions, and which comes to light at a later date as being of relevance and which may affect the validity or content of your Documents or advice given.
- b) To read through the draft Documents provided, to confirm that they correctly reflect your wishes as to the distribution of your estate and that the names and addresses of the persons mentioned in your Documents are correct, adding any missing data not supplied at the time of taking your instructions.
- c) To return the Documents together with any amendments to the Company as soon as possible. If you fail to return the Documents to the Company, the Company shall accept no liability for the draft Documents. The Company shall not be responsible for any delay due to your failure to comply with the above.
- d) To notify the Company if you do not receive your draft Documents within two weeks of the first appointment, unless otherwise agreed.
- e) To pay the fee due for the provision of Will Writing Services in full and in accordance with the terms of our invoice.
- f) 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.

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. Newland House, The Point, Weaver Road, Lincoln, LN6 3QN
- c) The Company complies with the Society's Code of Practice of which a copy is available upon request.

- d) A customer satisfaction survey is available from your consultant upon request. The survey is also available online at www.willwriters.com/satisfactionsurvey.html.

Please read the above terms carefully and ensure you understand them before signing.

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 the Company