

# CARISMA WILLS LETTER OF ENGAGEMENT

CLIENT NAME:

DATE:

This engagement letter sets out CARISMA WILLS LIMITED's standard terms of business. Carisma Wills Limited is referred to as "CWL/we/our/us". Clients of Carisma Wills Limited are referred to as "you/your".

CWL is a member of the Institute of Professional Willwriters (IPW). We comply fully with the IPW Code of Practice; copies of the Code of Practice are available free of charge from us or the IPW (details below). The terms of this agreement are governed by English laws. Any dispute shall be resolved within the jurisdiction of the courts of England and Wales.

## 1. Fees

- 1.1. Our fees for writing Wills and our products and services have been provided to you. Our fees are instantly available electronically using [this link](#) and on our website: <https://carismawills.co.uk>

## 2. Our obligations and liability

- 2.1. We operate a two-meeting system. The first meeting is to discuss your situation and requirements and to obtain all the information we need to draft your documents.
- 2.2. We will provide draft documents for your approval before a second meeting. Our commentary document explains the key clauses of your Will so you can be sure it meets your requirements.
- 2.3. A second meeting will be arranged to provide your engrossed documents for signing. We will supervise the signing and witnessing process (in person or by video call). Where documents are updates to documents already drafted by us, you can elect not to have a second meeting.
- 2.4. We are obliged to give you 'best advice'. In some cases, this may require other services provided at extra cost, either by another company or us. You are not obliged to take up our services, but we may ask you to sign a disclaimer if you choose not to follow our advice.
- 2.5. We may require you to sign a disclaimer if you instruct us to draft any product or service in a way that is contrary to our advice.
- 2.6. We reserve the right to withdraw from any transaction. If we cannot complete any transaction in whole or in part, we will write to you as soon as practicable, and you will not be liable to pay any fees.
- 2.7. Any advice we give is based on our understanding of law, practices and procedures at the date of this agreement. We are not responsible for any consequences arising from future changes in law, practices or procedures. We provide guidance on tax law and how it may affect your circumstances. We do not provide tax advice.
- 2.8. We hold **Professional Indemnity Insurance (PII) of £2,000,000** to cover claims and losses worldwide (except in the United States and Canada) arising from any negligent act by us. BEAM, Barberry House, Ground Floor, No. 4 Harbour Buildings, Dudley Road, Brierley Hill, West Midlands, DY5 1LN brokers our PII cover. A copy of our PII policy is available on our website. This cover limit applies to all claims about any single matter or any group of connected matters. Where we work for more than one client on a matter, this limit applies to our total liability to all of them. This limit has been taken into account when setting our charges. You can request an increase. If you do so, we may increase our charges.
- 2.9. We hold **Public Liability Insurance of £5,000,000** to cover claims, losses, or damages.
- 2.10. The cost of correcting an error or omission (in your documents) on our part shall be borne entirely by us.
- 2.11. We will provide advice free of charge in matters relating to this transaction for its lifetime.
- 2.12. We are only liable for the foreseeable losses caused directly by a breach of our obligations. We are not liable for any harm to your reputation, profit loss, or indirect or consequential loss or damage. We are not liable for matters outside our control. We are not responsible to the extent that any loss is due to the provision to us of false, misleading or incomplete information. We are not liable for any loss arising from our compliance with what we reasonably understand to be our statutory or professional obligations.

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- 2.13. Our services are only for you and are to be used only in connection with the matter on which we are instructed. No one else can rely on our advice for any purpose without our written permission except where permitted by law. We owe no duties to anyone but you. You may not assign all or any part of your rights and benefits in tort under these terms or otherwise.
- 2.14. If a claim arises connected to our work, you can only claim against Carisma Wills Limited, not against any of the following: our shareholders, members, partners, directors, officers, associates, employees, consultants, assistants, agents or other legal professionals ("staff"). If anyone signs a document in his own name, that does not mean the signatory accepts any personal legal liability.
- 2.15. Nothing in these terms limits any liability that cannot legally be limited, such as (without limitation) fraud on our part or for death or personal injury caused by negligence.
- 2.16. Our liability to you will be limited to that proportion of any loss or damage you may suffer as is just and equitable, having regard to the extent of your own responsibility for the loss and damage and that of any other person who may also be liable to you in respect of it.
- 2.17. In connection with any claim you may have against others, no account is to be taken of any inability on your part to make such a claim or to enforce any remedy, nor is any account to be taken of the means of that person, any time bar, any exclusion of or any limitation of liability by that person.

### 3. Your obligations

- 3.1. The validity, accuracy and suitability of any documents we provide will depend upon the honesty, completeness and accuracy of your answers to our questions. We require you to be open and honest with the information you provide. We are not responsible for any consequences arising from inaccurate or incomplete information provided by you.
- 3.2. You agree to read (or have read over to you) any draft documents we provide and to confirm your approval in writing.
- 3.3. You shall provide sufficient evidence of your identity and address to enable us to confirm this and comply with Money Laundering Regulations.

### 4. Timescales

- 4.1. Engrossed documents will be available for you to sign 14 days from the date we have all the information required to complete your documents.
- 4.2. If we cannot meet the above timescale, then you will be able to renegotiate this agreement, or you can cancel it without any obligation to pay any fees.
- 4.3. If you cannot provide all the information we require to draft your documents within 28 days of this agreement, you will be liable to pay half the total fees on the 28th day after this agreement. Any fees paid at this time will be deducted from your final invoice.

### 5. Payment

- 5.1. Payment will be required in full on completion of your documents to your satisfaction. No advance payment or deposit is required.
- 5.2. We prefer bank transfers. We also accept cash, single cheques up to £1000 and card payments (in person) for our fees. We do not take card payments by telephone or for disbursements (third-party costs and fees). Disbursements can be paid by bank transfer, cheque or cash.

### 6. Referrals to or from legal and financial professionals

- 6.1. We may pay a referral fee to the person who introduced you to us, but we do not pass this cost on to you. You will pay the same fee as a client who finds us independently. We may be paid a commission when we refer you to another legal or financial professional or firm for additional services we do not provide. We take reasonable care to ensure that the services and professionals we refer to you are genuine and competent. We do not provide any endorsement, and you are not obliged to use any referred service or provider.

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## 7. Use of personal information

- 7.1. The legal basis on which any personal information that we collect from you or that you provide to it will be processed is as follows. This information may be collected during meetings by completing a contact form on our website, in correspondence or in telephone conversations.
- 7.2. Personal information may be processed by us for several legitimate purposes, including:
  - To carry out our obligations under this agreement.
  - To provide you with information, products, and services that we believe may interest you, provided that you have consented.
  - For accounting purposes and statistical analysis.
- 7.3. We will maintain client files for 6 years after your death or 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first.
- 7.4. We may disclose your personal information to our partner firms and sub-contractors on whom we rely to provide our services to you, but in doing so, we will ensure that they apply the same or greater controls for data protection as we do.
- 7.5. We may also disclose your personal information in the following circumstances:
  - If we or substantially all of our assets are acquired by a third party, personal information held by us about our customers will be one of the transferred assets.
  - To prevent fraud or if required to do so by law.
- 7.6. Other than as provided in this section, we will not disclose any personal information to anyone outside Carisma Wills Limited without your permission.
- 7.7. Whenever we process personal information as described in sections (a) to (d) above, we will ensure that we always keep your Personal Data rights in high regard and will take account of these rights. You have the right to object to this processing, and if you wish to do so, please get in touch with us at the address below. If you object, it may affect our ability to carry out our obligations under this agreement.
- 7.8. All personal information will be held by us using appropriate security and comply with UK GDPR.
- 7.9. You have a right to request a copy of the personal information provided by you that we process. If you would like a copy of some or all of this personal information, please get in touch with us at the address below.
- 7.10. We want to make sure that the personal information we process is accurate and up to date, and you may ask us to correct or remove information that you think is inaccurate.
- 7.11. If you wish to raise a complaint about how your personal information has been handled, please get in touch with us, and we will investigate further. If you are dissatisfied with our response or believe we are not processing your personal information per the law, you can complain to the Information Commissioner's Office (ICO). Their contact details are given at the bottom of this section.

## 8. Complaints

- 8.1. If you are unhappy with our service, contact Donna Hames, Director, on 01538 756166 or by email: [info@carismawills.co.uk](mailto:info@carismawills.co.uk). We will do our utmost to resolve any issues promptly.
- 8.2. If you wish to make a complaint about any aspect of our service, you must first write to our Director, Donna Hames, at the registered office address below. They will acknowledge your letter within 5 days of receipt, investigate the circumstances of your complaint and write to you with the results of their investigation within 56 days of receipt. If they do not find in your favour, we will provide you with information about the IPW dispute resolution service – see next item.
- 8.3. If you are unhappy with our Director's investigation results, you can contact the IPW, which operates an Alternative Dispute Resolution process called IPWADR that will consider your complaint. Please note that you MUST raise your complaint with us before accessing the IPWADR. The contact details for IPWADR are IPWADR, Trinity Point, New Road, Halesowen, B63 3HY, or visit [www.ipw.org.uk/professional/making-a-complaint](http://www.ipw.org.uk/professional/making-a-complaint)
- 8.4. These complaint procedures do not prevent you from seeking other means of redress.

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Carisma Wills Limited and the IPW want to ensure that we provide our services to the highest standards within the profession and in compliance with the Code of Practice. Please complete an online questionnaire at <https://www.ipw.org.uk/public/review-a-member>. A paper version of the questionnaire can be obtained from the Company or the IPW at the address below.

Carisma Wills Limited has a legitimate interest in sharing your personal information with our voluntary regulator, the Institute of Professional Willwriters (IPW), to enable them to monitor compliance with their Code of Practice and test customer satisfaction levels. If you agree to your information being used for this purpose, please tick this box:

I give consent for my details to be passed to the IPW for the above purpose

Would you like us to start work on your documents immediately?

Yes, Carisma Wills may start work immediately, and I understand that my statutory right to cancel this contract remains unchanged, but I will be liable to pay for any work done in the next 14 days.

We may contact you occasionally about changes to UK law that may affect you and your family, reminders to review your estate planning and information about our services.

How may we contact you?

Post       Email       Telephone

We may also recommend other individual organisations that offer services that would be of benefit to you (such as our trusted independent financial adviser or other specialist legal services). If you consent to us passing on your details for these purposes, please tick this box:

I give consent for my contact details to be passed on to the third-party organisations that Carisma Wills recommends. Your consent can be withdrawn at any time. Call, write or email.

It is important that you read and understand the above terms that will apply to this agreement before signing. If there is any term that you do not understand or do not wish to agree to, then please discuss this with your Carisma Wills Limited representative before signing.

**Sign here to confirm you understand and agree to the terms of this Letter of Engagement**

Signed:.....

Print Full Name:.....

Date:.....

Institute of Professional  
Willwriters  
Trinity Point, New Road  
Halesowen  
B63 3HY

[www.ipw.org.uk](http://www.ipw.org.uk)  
[office@ipw.org.uk](mailto:office@ipw.org.uk)  
Tel 0345 257 2570

Carisma Wills Limited  
Daisybank House  
17-19 Leek Road  
Cheadle  
Stoke on Trent  
ST10 1JE  
[www.carismawills.co.uk](http://www.carismawills.co.uk)  
[info@carismawills.co.uk](mailto:info@carismawills.co.uk)  
01538 756166

Information Commissioner's  
Office  
Wycliffe House  
Water Lane  
Wilmslow  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)  
Tel 0303 123 1113

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The Carisma Wills Limited Privacy Policy is available on the Carisma Wills website: <https://carismawills.co.uk>  
A copy of these business terms and our fee list has been provided.

## Notice of the right to cancel

- i. You have a right to cancel this agreement with Carisma Wills Limited within 14 days of the date of this agreement by writing to the Company at the postal address or the email address above, and you will not be required to make any payment.
- ii. You can cancel this agreement with Carisma Wills Limited later than 14 days after this agreement by writing to the Company at the postal address or the email address above. Unless the cancellation is due to a delay on the part of the Company that is beyond the timescale referred to in section 4, you will be liable to pay half of the total fee.
- iii. You can use the cancellation form below, but you do not have to. Where notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery. However, the cancellation will be deemed to be served as soon as it is posted or sent to Carisma Wills Limited.
- iv. Carisma Wills Limited will acknowledge receipt of the cancellation notice in writing within 14 days.
- v. You can request in writing that Carisma Wills Limited start work on your documentation on a date before the expiration of 14 days from the date that you first give us information to enable us to complete work for you. Should you subsequently cancel the contract within 14 days of the date that you first provided us with information to allow us to complete work for you, you may have to pay for any work that was carried out on your behalf before you cancelled in accordance with the reasonable requirements of this agreement.

If you wish to cancel this contract, you **MUST DO SO IN WRITING** and deliver it personally or send it (which may be by electronic mail) to Carisma Wills Limited, details below. You may use this form if you want to, but you do not have to.

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Complete, detach and send this form **ONLY IF YOU WISH TO CANCEL THIS AGREEMENT.**

To: Carisma Wills Limited, Daisybank House, 17-19 Leek Road, Cheadle, Stoke on Trent, ST10 1JE

I hereby give notice that I wish to cancel my contract, reference number .....

Signed:.....

Print Name:.....

Date:.....

Address:

This is the final page of our engagement letter

# PRIVACY POLICY

Maintaining data privacy and data protection is a priority for Carisma Wills Limited. Our privacy policy sets out the legal basis on which any personal data that we collect from you or that you provide will be processed by us.

Please read this privacy policy carefully to understand our views and practices regarding your personal data and how we will treat it.

Any questions relating to data privacy with Carisma Wills Limited or this policy should be emailed to [info@carismawills.co.uk](mailto:info@carismawills.co.uk) or in writing to The Data Protection Officer, Carisma Wills Limited, Daisybank House, 17-19 Leek Road, Cheadle, Stoke on Trent, ST10 1JE. Alternatively, call 01538 756166 and speak to our Data Protection Officer.

## What personal information is held?

We may collect and process the following data from you:

- Information you consent to provide Carisma Wills Limited that is required to carry out our obligations arising from any contracts entered between you and us or potential contracts that may be in liaison between you and us.
- Information you consent to provide by filling in forms on our website or as part of any direct marketing or sales activities. This includes and is not limited to personal information about you such as your name, telephone contact number, geographical address/location, email address and interests.  
Note: Clear consent information is supplied at the point of collection to provide information on the use of data, and a record of the consent is taken at the point of collection.
- We may keep a copy of your correspondence or communication if you contact us by telephone or in writing.
- Details of your visits to our website and the resources that you access

If you have provided us with the personal data of another person, there is a clear requirement imposed by Carisma Wills Limited for you to confirm that they consent to the processing of their personal data and that you have informed them of our identity as a Data Controller and the nature of the processing taking place. Records will be retained as evidence of this consent.

## How will we use the information we hold about you?

We use information held about you in the following ways:

**Performance of a contract** - We use information stored about you to carry out our obligations arising from any contracts between you and us and notify you about service changes.

**Legitimate Interests** - We use information held about you to provide you with information, products and services that you request from us or which we feel may interest you if relevant to the products or services currently being supplied as part of a contract with Carisma Wills Limited, or about a previous agreement with Carisma Wills Limited whereby you are happy to continue to receive such information;

**Consent (Direct Marketing)** - We use information held about you to provide information on products and services that you request from us or which may interest you where you have consented to be contacted for such purposes. Where consent has been provided to Carisma Wills Limited, it is a recognised right of the Data Subject that this consent can also be withdrawn. Should you wish to withdraw consent, please email [info@carismawills.co.uk](mailto:info@carismawills.co.uk) or write to us at The Data Protection Officer, Carisma Wills Limited, Daisybank House, 17-19 Leek Road, Cheadle, Stoke on Trent, ST10 1JE. Alternatively, call 01538 756166 and speak to our Data Protection Officer.

**Consent (Website)** - to ensure that our website's content is presented most effectively for you and your device.

We will not share your data with third parties for other marketing purposes unless we have your express consent.

# PRIVACY POLICY

## Changes to our Privacy Policy

Any changes we may make to our Privacy Policy in the future will be posted on our website.

## Your rights relating to Personal Data

You have the right to ask us to cease processing your personal data for marketing purposes. We will seek consent (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your data to any third party for such purposes. You can also exercise your right to prevent such processing by contacting us at [info@carismawills.co.uk](mailto:info@carismawills.co.uk)

GDPR gives you the right to access information held about you. Your right of access can be exercised at any time. Carisma Wills Limited operates both a Data Subjects Rights procedure and a Subject Access Rights Procedure to ensure that all rights exercised by data subjects relating to personal data are managed appropriately.

From time to time, our website may contain links to and from our strategic partner(s), partner network(s), strategic sponsor(s), advertiser(s) and affiliate(s). If you follow a link to any of these websites, please note that they have their own privacy policies and that we do not accept any responsibility or liability for these policies.

## Retention of your information

We take appropriate measures to ensure that your information is kept secure.

Carisma Wills Limited operates a clear Retention policy and associated Retention Schedule to ensure personal data is kept only as long as necessary for the purpose for which such information is used.

If any of your personal data changes, or if you have any questions about how we use data which relates to you, please contact us by email at [info@carismawills.co.uk](mailto:info@carismawills.co.uk). We normally update your personal data within seven working days of any new or updated personal data being provided to us to ensure that the personal data we hold about you is as accurate and up-to-date as possible.

## Disclosure of your information

We may disclose your personal information to any member of our group, which means our subsidiaries, strategic partner(s) or strategic sponsor(s), our ultimate holding company and its subsidiaries as defined in section 1159 of the UK Companies Act 2006.

As part of our GDPR compliance obligations, we are duty-bound to check when personal data may be shared with third parties to ensure that they apply the same or greater controls in terms of data protection. The use of non-disclosure agreements forms part of our third-party data sharing controls.

We may disclose your personal information to third parties

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or
- if we or substantially all of our assets are acquired by a third party, in which case personal data held by it about our customers will be one of the transferred assets; or
- if we are under a duty to disclose or share your personal data to comply with any legal obligation or to enforce or apply other agreements; or
- to protect the rights, property or safety of Carisma Wills Limited, our customers or others.

Carisma Wills Limited has risk-assessed where personal information may be transferred outside the EEA. As part of our own due diligence, we have identified that personal data held for and by Carisma Wills Limited resides in the EU. Carisma Wills Limited will continue to monitor this for Carisma Wills Limited considering any third-party provider changes in the future. Should there be a requirement for data to be transferred outside of the EU in future, Carisma Wills Limited will implement controls and safeguards to ensure that equal to or greater data protection measures are enforced, and records are retained as evidence.