Oakwood Estate Planning Ltd

Terms and Conditions (Updated 9th November 2026)

The following standard terms of business apply to all instructions accepted by Oakwood Estate Planning Ltd. All work carried out in the provision of Will Writing, Funeral Plans, Lasting Power of Attorneys, Trusts and Estate Planning 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 Oakwood Estate Planning Ltd and the Client or Clients.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following terms shall have the following meanings:

"Calendar Day" means any day of the year;

"Cancellation Form" means the form attached to these Terms and Conditions as Schedule 1;

"Cancellation Notice" means the notice attached to these Terms and Conditions as Schedule 1 or such other written document containing the same information, produced by the Customer;

"Contract" means the contract for the purchase and sale of the Services under these Terms and Conditions;

"Customer" means the individual purchasing the Services from Oakwood Estate Planning Ltd who shall be identified in the Order;

"Client" means the individual purchasing the Services from Oakwood Estate Planning Ltd who shall be identified in the Order;

"Order" means the customer's completed order for the purchase and provision of Services;

"Payment Information" means all information required to take the required payments from the Customer and includes, but is not limited to, credit/debit card details and residential address details;

"Sales Literature" means any and all brochures, catalogues, leaflets, price lists and other documents providing details of Services available and pricing information for those services;

"Seller"; Oakwood Estate Planning Ltd

"Services" means the services which the Oakwood Estate Planning Ltd is to provide in accordance with these Terms and Conditions, any specific terms which apply only to those services, and as specified in the Order.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and the Schedule as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions; and

1.2.5 a Clause, Section or paragraph is a reference to a Section of these Terms and Conditions (other than the Schedules) or to a paragraph of the relevant Schedule.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

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

1.5 References to any gender shall include the other gender.

2. Procedures

2.1 On the initial appointment your detailed instructions will be taken, and appropriate advice given on matters relating Will Writing, Funeral Plans, Lasting Power of Attorneys, Trusts and Estate Planning 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.

3. Oakwood Estate Planning Ltd undertakes to:

3.1 Comply with your instructions with reasonable skill, care and expedition appropriate to your needs.

3.2 Provide you with the best advice on matters relating to the Will Writing, Funeral Plans, Lasting Power of Attorneys, Trusts and Estate Planning 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.

3.3 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 Company 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. These timescales are paused while Oakwood Estate Planning Ltd is waiting for information, instructions or approval from the Client, and restart from the date the Client's response is received, including after each round of amendments.

3.3.1 Dispatch of Draft documents – 15 working days

3.3.2 Dispatch of executable documents AFTER drafts are approved– 10 working days

3.3.3 Dispatch of executable documents if drafts are NOT supplied – 28 working days

3.4 However where circumstances occur, including those which are beyond Oakwood Estate Planning Ltd 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. This clause does not apply where the delay has been caused by the Client, including any failure to provide information, instructions or approval within the timescales set out in Clause 7.

3.5 Maintain the strictest confidentiality and not to pass on your details to any other organization without your express written permission unless legally required to do so and shall comply with all legislation in force relating to data protection.

For more information on how we hold your data please view our privacy notice on our website at https://oakwood-estate-planning.co.uk

3.6 Offer an attestation service that supervises the signing and witnessing of your Documents at your home. Oakwood Estate Planning Ltd 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 Oakwood Estate Planning Ltd. The signing of your Documents must be carried out according to the law of England and Wales for your Documents to be valid. All Documents will be supplied to you with full written instructions of how these should be completed and Oakwood Estate Planning Ltd will check the documents for free after they have been signed to ensure validity. It is your responsibility to send the documents to Oakwood Estate Planning Ltd after you have signed them if you would like them checked.

3.7 Refund any money paid in respect of the preparation of your Will and Estate Planning documents should you change your mind within 14 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 itemized bill will be produced for any charge falling due under this term.

3.8 Where Oakwood Estate Planning Ltd offers a Will storage service, Oakwood Estate Planning Ltd 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 that Oakwood Estate Planning Ltd provide should be reviewed every three years and on any material change in your circumstances, such as divorce, marriage, the birth of children or the inheritance of a large sum of money etc.

3.9 Where Oakwood Estate Planning Ltd cannot legally or practically follow the instructions given by the client, Oakwood Estate Planning Ltd must explain any differences between the client's instructions or expectations and the documents to be provided.

4. Notice of the Right to Cancel

4.1 The Customer has the right to cancel the Contract within the Cancellation Period as determined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.2 The Seller is Oakwood Estate Planning Ltd.

4.3 For the purposes of this Cancellation Notice, the Reference Number to be quoted in all communications is: As detailed on the "Instruction to Proceed" form which can be found attached to this document as Schedule 2

4.4 The Customer has the right to cancel the Contract within 14 Calendar Days of receipt of this notice (the "Cancellation Period").

4.5 The Customer may be required to pay for Services provided if provision of the Services has commenced with the Customer's written agreement prior to the end of the Cancellation Period.

4.6 In the event that the Customer chooses to exercise their right to cancel within the Cancellation Period, the Cancellation Form attached to these Terms and Conditions as Schedule 1 should be completed in full and returned to the Seller at the address provided in sub-Clause 4.7.1 below.

4.7 Cancellation Notices must be sent to Oakwood Estate Planning Ltd at the following addresses:

4.7.1 A Cancellation Notice sent by post or delivered by hand must be sent to: Oakwood Estate Planning Ltd, 194 Fratton Road, Portsmouth, Hampshire, PO1 5HD; and

4.7.2 A Cancellation Notice sent by email must be sent to: info@oakwood-estate-planning.co.uk

4.8 Cancellation Notices shall be deemed served upon Oakwood Estate Planning Ltd:

4.8.1 In the case of a Cancellation Notice sent by post, at the time of posting; and

4.8.2 In the case of a Cancellation Notice sent electronically, on the day it is sent.

4.9 Use of the Cancellation Form is optional; however, all Cancellation Notices, in whatever format, must be in writing and must contain all information included in Schedule 1.

5. Refunds

5.1 If the Customer chooses to exercise the Right to Cancel in accordance with Clause 4 above, the provisions of this Clause 5 shall apply in determining any refund to which the Customer may be entitled.

5.2 The Customer must inform the Seller of their exercise of the Right to Cancel within the period required by Clause 4.

5.3 If the provision of Services has commenced, at the Customer's written request, prior to the giving of notice by the Customer and the end of the Cancellation Period, the Seller shall remain entitled to any monies constituting the value of such Services.

5.3.1 Where the Customer has already made payment to Oakwood Estate Planning Ltd , any refund issued shall be less the relevant sum determined under sub-Clause 5.3.

5.3.2 Where the Customer is yet to make payment to Oakwood Estate Planning Ltd, the sum due from the Customer shall be adjusted accordingly.

5.3.3 Oakwood Estate Planning Ltd will inform the Customer in writing of the relevant calculations involved in determining sums deductible or payable under this Clause 5.

5.4 If the provision of Services has commenced prior to the giving of notice by the Customer and the end of the Cancellation Period without the Customer's written request, Oakwood Estate Planning Ltd shall not be entitled to any monies constituting the value of such Services.

5.5 If the Customer requires their Documents urgently and require that Oakwood Estate Planning Ltd commence work prior to the expiration of the cancellation period the Customer can agree to waive their rights under the Regulations by signing a waiver agreement which can be found attached to this document as Schedule 3. This will mean that they will be required to pay for any work completed should they

decide to reinstate their right to cancel within the 14 days. This should be provided in writing.

6. Liability

6.1 If Oakwood Estate Planning Ltd fails to perform the Services with care and skill it shall carry out remedial action at no extra cost to the Customer.

6.2 Oakwood Estate Planning Ltd shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Oakwood Estate Planning Ltd.'s obligations if the delay or failure was due to any cause beyond Oakwood Estate Planning Ltd.'s reasonable control or where the Customer has failed to meet their obligations under Clause 7 below.

7. The Customers Obligations are:

7.1 To disclose all relevant facts and answers to all the questions asked to allow Oakwood Estate Planning Ltd to provide accurate advice and to produce an effective legal Document. Oakwood Estate Planning Ltd 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.

7.2 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.

7.3 To return the draft Documents, together with any amendments, to Oakwood Estate Planning Ltd within 14 days of receiving them.

If you do not return the draft Documents, Oakwood Estate Planning Ltd shall accept no liability for them. Oakwood Estate Planning Ltd shall not be responsible for any delay due to your failure to comply with the above.

7.4 To notify Oakwood Estate Planning Ltd if you do not receive your draft Documents within two weeks of the first appointment, unless otherwise agreed.

7.5 To pay the fee due for the provision of Will Writing and Estate Planning Services in full and in accordance with the terms of our invoice.

7.6 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.

7.7 Your fee includes up to three rounds of amendments to your draft Documents, requested within three months of the date your first draft Documents are sent to you. A round of amendments means all of the changes you require, sent to us together in a single written list, or agreed with us at one meeting or call and then

confirmed by us in writing. Further rounds of amendments, or amendments requested after this three-month period, will be charged at £50 per round, together with any additional charge made by our drafting solicitors, which we will tell you about before the work is carried out. This clause does not apply to the correction of any error made by Oakwood Estate Planning Ltd, which will be corrected free of charge in accordance with Clause 6.1.

7.8 Once you have approved your draft Documents in writing, your executable Documents will be prepared exactly as approved. It is your responsibility to check the drafts carefully before approving them. Any changes you request after approval will be treated as a further round of amendments under Clause 7.7, and a reprinting charge of £50+VAT may apply where executable Documents have already been printed and sent to you. This does not affect our obligation under Clause 6.1 to correct, free of charge, any failure on our part to follow the written instructions you gave us.

7.9 If we do not receive a response from you within three months of sending you documents or requesting information, we will contact you by email and by letter. If we have still not heard from you six months after that date, we will give you 28 days' final notice in writing. If you do not respond within that time, we will close your file. Our fees for work already carried out will remain payable and will not be refunded. Any payment for services we have not yet provided will be refunded, and we will send you an itemised statement. We will then have no further obligation to complete the work. Please note that your Will and Lasting Powers of Attorney are not valid until they have been properly signed and witnessed. If you wish to reopen your file, a reopening fee of £100 will apply.

8. Client Care

8.1 Oakwood Estate Planning Ltd is committed to providing the Customer with a high-quality service. An essential part of that service is that Oakwood Estate Planning Ltd will communicate effectively with the Customer so that they are kept informed of progress.

8.2 Oakwood Estate Planning Ltd maintains a full complaints procedure to which any complaint should first 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. Chancery House, Whisby Way Lincoln, LN6 3LQ.

The Company complies with the Society's Code of Practice of which a copy is available upon request.

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

SCHEDULE 1

This Cancellation Notice is set out in the form required by Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you wish to cancel the contract you MUST DO SO IN A CLEAR STATEMENT and deliver personally or send (which may be by electronic mail) this to the Company at their address below.

You may use this form if you want to, but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: Oakwood Estate Planning Ltd

194 Fratton Road

Portsmouth

Hampshire PO1 5HD

or Email : info@oakwood-estate-planning.co.uk

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate)

Contract Ref: _____ (can be found on your Instruction to Proceed document in schedule 2)

Date Contract Commenced: _____

Consultants Name: _____

Customers Name/s _____ Dated _____

Signature1_____ Signature2_____

SCHEDULE 2

Instruction to Proceed Reference_____

CLIENT LIABILITY DISCLAIMER

I/we confirm that I am/we are over the age of 18 years and am/are of sound mind. The information given on this form is complete and correct and is to be used as the basis for preparing my/our Last Will & Testament and/or Lasting Powers of Attorney (LPAs) and/or other documents that may be required as part of the Estate Planning Exercise.

I/We confirm that we have been given a copy of Oakwood Estate Planning Ltd Terms and Conditions as part of this document and that by signing this instruction to proceed I agree to those Terms and Conditions.

I/we hereby agree that I/we will not hold the Will Consultant and/or OAKWOOD ESTATE PLANNING Ltd. responsible or liable in any way for any events arising from my/our failure to disclose any relevant information or to avail myself/ourselves of any of the available options.

I/we understand that the information contained in this form will be passed to OAKWOOD ESTATE PLANNING Ltd and agree that the information may be held on a computer and/or paper files to facilitate the preparation of my/our documents. I understand that my details may be passed to 3rd party companies for me to receive the services below.

I/We confirm that I/we have read "Your Right to Cancel" notification and request OAKWOOD ESTATE PLANNING Ltd. to begin the performance of services. I/We understand that should I/we cancel these services during the 14-day cancellation period, which begins upon signing below, OAKWOOD ESTATE PLANNING has the right to retain a proportionate amount of the fee paid to cover those services already performed up to the date cancellation has been communicated to OAKWOOD ESTATE PLANNING.

I/we confirm that the features and benefits of the following elements of an estate plan have been explained to me/us, and I/we wish to implement the following elements at this time. I/we fully indemnify OAKWOOD ESTATE PLANNING Ltd against any liability for any loss or suffering that may occur in the future because of **NOT** implementing any products and/or services.

Product	Accepted	Declined	Follow Up Date
Will(s)	*	*	
Lasting Power of Attorney (LPA) - Property & Financial Affairs	*	*	
Lasting Power of Attorney (LPA) - Health & Welfare	*	*	
Immediate Post Death Interest (IPDI Will/Trust)	*	*	
Family Asset Protection Trust(s) (FAPT)	*	*	

I/we have read, or have had read to me/us, the above disclaimer and understand and am/are in agreement with it: -

Name of Client 1		**Name of Client 2**	
Signature		**Signature**	
Date		**Date**	

OAKWOOD ESTATE PLANNING LTD CONSULTANT STATEMENT

I confirm that in my personal opinion the client(s) fully understand the issues relating to Wills, LPAs and Trusts inserted in the Will and are mentally capable of executing these documents, and I confirm that I have discussed the terms of the Will, LPA, and/or Trusts inserted in the Will with the/each donor/settlor and I am satisfied that they understand the implications of their actions and are not under any undue external influence and are acting with their own free will.

Date	Signature of Consultant	Consultant name

SCHEDULE 3

Oakwood Estate Planning Ltd

Authority to commence work during the cancellation period

Reference estate planning services provided by Oakwood Estate Planning Ltd

Instruction to Proceed Reference: _____

I understand that under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 I have the right to cancel this contract within 14 days beginning when the contract is entered.

I wish you to commence work on this contract before the expiration of the cancellation period.

I understand that if I subsequently cancel the contract with the cancellation period I will be under a duty to pay in accordance with reasonable requirements of the cancelled contract for work undertaken prior to the cancellation.

Signed:

Print Name:

Address:

Postcode:

Date: