



Terms of Business  
&  
Client Agreement

## **1 DEFINITIONS AND INTERPRETATION**

1.1 'We', 'Us', 'Our' or 'the Company' means Castle Tower Consulting Ltd (Company number 13176955), having its Registered Office at 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE, and trading under the style 'Castle Estate Solutions', or its agents or third parties instructed by it to act on its behalf in the provision of services.

1.2 'You', 'Your' or 'Client' means a person who contracts with the Company for the provision of services and may include the client's partner, spouse, or civil partner.

1.3 Services means: (i) the drafting of and/or execution of legal Documents, including the time spent in consultation(s) and in the of gathering information to complete them; (ii) the provision of services, such as estate valuation, which do not result in the production of a legal document; and (iii) pure consultancy about any relevant matter, for example the establishment of a Private Foundation.

1.4 'Instructions' means Your instructions on the terms of Your Will, Power of Attorney, Trust, or legal document, whether provided in person, verbally by telephone, online via Our website, by any other electronic means (e.g. Zoom) or in writing.

1.5 'Fee' means the money payable by You to Us for the Service(s). The amount of the Fee will be notified to You by Us when You provide Your instructions, or will be as set out on Our website.

1.6 'The Terms' or 'Terms' means these Terms of Business.

1.7 These Terms shall be governed by and will be construed in accordance with English law. Wills and other documents will be drafted in the English language and under and in compliance with English law only (unless We notify You otherwise).

## **2 AGREEMENT**

2.1 You have asked Us, and We have agreed to provide You with a drafting and/or consultancy service, as described in these Terms.

2.2 We will only accept instructions from You if You are over 18 years of age and have full mental capacity.

2.3 We cannot provide the Service to You if:

i) You would like Your Will to be governed by the law of another country (unless we notify You otherwise) or by religious laws; or

ii) You would like Your Will drafted in a language other than the English language.

2.4 We will only draft Your Will, Trust or other Provision in relation to assets situated within the United Kingdom (unless We notify You otherwise). If You have any assets situated outside the United Kingdom, You may require advice from a specialist within the relevant jurisdiction.

2.5 For users of Our telephone (and video communication) based service, the agreement between You and Us will start once we receive Your instructions and Your agreement for Us to provide services to You. You will receive these Terms with our welcome email or letter. We may cancel this agreement at any time, pursuant to clause 8, by giving You notice in writing if any payment for the Fee is returned unpaid from Our bank, or is not paid by You in full, or for any other reason set out in clause 8.

2.6 We reserve the right, at Our absolute discretion, to decline to provide the Service to You at any time. Where We do so, We will refund any Fee paid by You in advance.

### **3 YOUR CANCELLATION RIGHTS**

3.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the provision of documents tailored specifically to Your needs based on the instructions You have provided are entirely specific to You. Therefore due to the bespoke nature of the goods We offer and provide, You shall not have any cancellation rights for work that has already been instructed. This clause does not apply to Funeral Plans, which do have cancellation rights.

3.2 Once any agreed work has been done and all associated fees have been paid, You may terminate this agreement with Us at any time, for any reason and without notice.

### **4 RESTRICTIONS TO AND LIMITATIONS OF OUR LIABILITY**

4.1 We do not accept any liability for:

(i) Any loss arising in any way from acting on Your instructions (unless caused by Our own default, fraud, negligence or breach of this agreement by Us);

(ii) Any loss arising from the invalidity of Your Will, Trust or other Provision, whether due to a lack of testamentary capacity or in the event of undue influence, fraud or forgery;

(iii) Any loss arising from Your failure to execute the Will, Trust or other Provision correctly, in good time, or at all, or Your failure to comply with Our instructions in any respect;

(iv) Any loss arising as a result of any future change in Your personal circumstances, or the circumstances of anyone named in Your Will, Trust or other Provision, or any change in the law (including taxation legislation), which may affect the provisions of Your Will, Trust or other Provision;

(v) Any tax incurred or imposed on Your estate as a result of the interpretation or effect of Your Will, Trust or other Provision by HM Revenue & Customs ("HMRC") or any other tax authority;

(vi) Any loss arising from any delay on Your part or any third party in providing information or arising from the supply of incorrect or inaccurate information by You or any third party;

(vii) Any loss resulting from matters beyond Our reasonable control, including the loss or delay of Your Will, Trust or other Provision in the post; or

(viii) Any loss arising in respect of the content of information given, or goods or services offered by Our website or any website linked to Our website.

4.2 Should any beneficiary under Your will suffer a loss as a result of any of the matters set out in clauses 4.1(i) - (viii) (inclusive), You or Your estate shall indemnify Us and keep Us indemnified in respect of any claim made by that beneficiary.

4.3 Our total liability for all claims of any kind, including liability arising out of Our negligence under this agreement, to You or anyone named in Your Will, Trust or other Provision, including any beneficiary under Your will, (except in connection with or arising out of a deliberate breach of contract

or wrongdoing, total failure of performance, dishonesty or fraud by Us) shall not exceed a sum equal to ten times the Fee.

4.4 We exclude, to the extent permitted by law, any and all liability for any damages, claims, actions, proceedings, awards, compensation, costs, expenses, and all other losses and/ or liabilities to third parties who are not a client of Ours in relation to the relevant matter.

4.5 You agree not to bring any claim in respect of loss and/ or damage suffered by You arising out of and/ or in connection with the services provided by Us (including but not limited to negligence or non-performance of the services by Us) against any director, shareholder, employee, agent or consultant of the Company. This restriction will not operate to exclude the liability of the Company for the acts and/ or omissions of any director, shareholder, employee, agent, or consultant of the Company. It is agreed that any director, shareholder, employee, agent, or consultant of the Company will have the right to enforce this clause under the Contracts (Rights of Third Parties) Act 1999.

4.6 Nothing in this agreement shall affect Your statutory rights.

## **5 OUR OBLIGATIONS**

5.1 After We receive complete instructions from You and payment of any Fee in accordance with these Terms, We will prepare Your Will, Trust or other Provision in accordance with Your instructions.

5.2 If not hand delivered, We will send Your Will, Trust or other Provision and any associated documents (including instructions for execution of Your will), by post or email to the address provided by You. We will usually provide Your Will, Trust or other Provision within 10 working days of receiving payment of the Fee in accordance with these Terms (provided that Your instructions are complete, and We have no outstanding queries). For complex situations or where We are relying on a third party to provide Us with necessary information, We cannot confirm set timescales, but We will keep You updated on Our progress.

5.3 We have a general obligation to Treat Our Clients fairly at all times, to disclose and agree any and all fees in advance, and to obtain clear consent from Our Clients before proceeding with any work.

5.4 We have an obligation to maintain a current Data Protection Policy with the Information Commissioners Office (ICO), to have a General Data Protection Regulation (GDPR) Policy in place, and to abide by the Privacy and Electronic Communications Regulations (PECR).

5.5 In relation to the sale of Funeral Plans, we have an obligation to adhere to the Funeral Planning Authority (FPA) Rules and Code of Practice.

5.6 In relation to the marketing of Equity Release Schemes, we have an obligation to work purely on an introductory basis and pass all leads onto a Financial Conduct Authority (FCA) authorised Company to provide advice.

5.7 We have an obligation to maintain and adhere to a Vulnerable Client Policy and to undertake to ensure that any client we deal with has testamentary capacity on a best endeavour basis.

5.8 We have an obligation to correct any error or omission made on our part, in any Will, Trust or other Provision that We have prepared, free of charge and within a reasonable timeframe.

## **6. LIMITATIONS TO OUR ROLE**

6.1 We do not provide legal, tax or investment advice in the sense of suggesting to You what You should do or not do about a particular matter, e.g. what You should do if you have a potential inheritance tax liability, but We will provide factual information and/or give directions to sources thereof, e.g. <https://www.gov.uk/inheritance-tax>, so that You can make Your own informed decision(s) about what to do or not do.

6.2 We are not responsible for the appropriateness of Your Will, Trust or other Provision and the Service We provide does not involve the provision of any advice in connection with the terms of Your Will, Trust or other Provision or Your personal circumstances, in particular:

(i) How Your assets should be disposed of, to whom, or the effectiveness of the dispositions that You choose to make; or

(ii) The potential legal or taxation consequences of the dispositions in Your Will, Trust or other Provision, other than factual observations, e.g. that a specific gift exceeds the inheritance tax nil rate threshold.

6.3 We are not responsible for verifying any of the information provided in Your instructions, including Your identity (unless required to do so under appropriate Anti-Money Laundering rules), Your age or Your own affirmation of having testamentary capacity (i.e. that You understand the nature and effect of making a Will, the extent of Your estate and the claims of those who might expect to benefit from Your Will). We will prepare Your will relying on the information in Your instructions and We do not have any obligation to ask supplementary questions nor to verify such information with any third party, e.g. Your GP, unless we have a reasonable suspicion for lack of testamentary capacity. By way of example, if You instruct Us that You are happy for a failed specific gift to fall into residue, We are not obliged to enquire about any other specific legatees. Furthermore, where You instruct Us that You hold property jointly, We shall be entitled to assume and proceed on the basis that the property is held legally and beneficially as joint tenants, unless You instruct Us otherwise.

6.4 We are not responsible for the supervision (or verification) of the execution of Your will because We may not be present when Your will is executed.

6.5 We are not responsible for the future review of Your will. Any changes in Your personal circumstances, or the circumstances of anyone named in Your will, or any change in the law (including taxation legislation) should be considered by You and We are not obliged to contact You in these circumstances, although We may do so as a matter of courtesy.

6.6 What We say on Our website about what We do or what may be done to mitigate various situations, liabilities, or taxes, for example about inheritance tax or long term care planning, is for illustration purposes only and will not bind Us. It is a matter entirely for You what You choose to do or not do about such issues.

## **7. YOUR OBLIGATIONS**

7.1 You must disclose all relevant information and give complete and accurate answers in Your instructions. If any of the information is not accurate and/or complete then it may affect the validity of Your Will, Trust or other Provision and/or the disposal of Your estate under the Will, Trust or other Provision may not be correct. It is Your responsibility to check the information submitted to Us for accuracy and completeness.

7.2 You will sign any necessary forms of authority or other documents so that We may carry out Our obligations under this agreement, including contacting third parties where necessary.

7.3 You will notify Us if You have not received Your Will, Trust or other Provision within 1 week of Our telling You that Your Will, Trust or other Provision has been mailed to You.

7.4 You must read the Will, Trust or other Provision which We prepare for You to confirm that it reflects Your intentions and wishes and to confirm that the names and addresses of the people referred to in the Will are correct. Any errors should be notified to Us immediately, and no later than 14 days after receipt of the document in question. Any spelling or other drafting error on Our part will be rectified promptly by Us on notification of such error, free of charge. You must not make any amendments to an incorrect Will, Trust or other Provision and You must not copy the incorrect Will, Trust or other Provision (in any format).

7.5 You will strictly follow the instructions which We send to You for the execution of Your Will, Trust or other Provision. If a Will, Trust or other Provision is not signed and witnessed correctly, it may be invalid.

7.6 By agreeing to these Terms and Conditions:

(i) You authorise Us to provide the Service(s) to You;

(ii) You agree to provide Us with the necessary information and documentation (if requested) to enable Us to ensure that Our client verification requirements are met;

(iii) You confirm that You are not subject to coercion or undue influence, that You have sufficient mental capacity to make and execute a Will, Trust or other Provision, that You are able to read and write, and that You understand the nature and purpose of making a Will, Trust or other Provision, including that by executing any Will We prepare for You, You are revoking all previous Wills;

(iv) You understand that, if You are contemplating marriage or entering into a civil partnership, unless You have specifically notified Us of such contemplation, this will not be accommodated in the Will We will prepare for You and Your Will shall be automatically revoked on marriage or entering into a civil partnership. You will need to draft a new Will in those circumstances; and

(v) When applying for mirror Wills, You and Your spouse, partner or civil partner will receive shared information, including sight of each other's Will. You give Your consent to such sharing of confidential information.

7.7 If You register as a member with Our website, You will be asked to choose a user ID and password. Your user ID must not be liable to mislead and You must not use Your account or user ID for or in connection with the impersonation of any person. You must keep your password confidential. You must notify Us in writing immediately if you become aware of any disclosure of your password

## **8. HOW WE MAY END THIS AGREEMENT**

We may end this agreement at any time by giving You 14 day's written notice if any of the following happen (and We will tell You the reason for the notice):

- (i) If Your Fee(s) are not paid according to the terms of this agreement;
- (ii) If You fail in any important way to do what You agree to do in clause 7 above and do not rectify the problem within 7 days of Us telling You about it;
- (iii) If the information You have given Us turns out to be, or We suspect that it is, materially incorrect, incomplete, fraudulent or otherwise misleading;
- (iv) If We cannot perform Our obligations under this agreement because of something beyond Our reasonable control. In this case, We will do everything We reasonably can to let You know as soon as possible; or
- (v) You do or fail to do something, which in Our reasonable opinion could damage Our reputation or otherwise bring Us into disrepute.

## **9. COMPLAINTS**

If at any time You are not happy with the Service that We have given to You, in the first instance, please telephone Us or email Us with details of your complaint. If You want to write to Us, please send Your complaint to Our Registered Office. Following this procedure does not affect Your statutory rights.

## **10. DATA PROTECTION**

10.1 All information disclosed to Us will remain confidential and secure, except as per clause 10.4 below.

10.2 We may need to collect, use, share and store personal and financial information about You and others. This may have been provided by You or obtained from third parties such as HM Land Registry, fraud prevention agencies or others.

10.3 We may need to provide important information and guidance to parties named in the Document(s) but we will not do so without your express permission.

10.4 We will not pass Your personal information to any external party without Your express permission unless required to do so by operation of the law.

10.5 Where You provide Us with personal and financial information relating to others, for example: family members, dependants, joint asset holders, beneficiaries, professional advisers and executors or trustees, You confirm that You have their consent or are otherwise entitled to provide this information to Us and We can use it in accordance with the Terms.

10.6 We will retain such personal information after the termination of any services or products supplied to You for the periods specified or permitted for legal, regulatory, fraud prevention, financial or legitimate business purposes.

10.7 We may record or monitor telephone calls or electronic communications, including emails between You and Us to check Your instructions and ensure We are meeting Our service standards.

10.8 You accept that internet or electronic communications are not necessarily secure unless they are encrypted and that We are not responsible for any interception or misuse of such data.

10.9 A copy of the information We hold about You may be requested in writing from Our Data Controller at Our registered address. The fee permitted by appropriate law or regulation may be charged for providing this information.

10.10 Our full Data Protection Policy (Document CES025) is available on our website. At the end of these Terms we ask you to formally consent to the terms contained herein AND to the provisions of our Data Protection Policy.

## **11. FEES**

11.1 Our current Fee Schedule is published on Our website at:

<https://www.castle-estate.co.uk/fees>.

11.2 For Fixed Fee Services, Fees will become due when Your instructions are submitted to Us, however We may, at Our discretion, allow a 50% retainer to be paid upon instruction and the 50% balance to be paid upon completion of the work required. In some cases we may agree that Fees can be paid post the work being done.

11.3 For Hourly Charged Services, You and We will agree an estimate of the amount of Fees likely to be due based on our initial discussions, and a retainer of at least 25% of that amount must be paid on account before any work on Our part commences. Additional instalments will then be billed as the work progresses.

11.4 Fees are payable either by Bank Transfer or by credit card or debit card via PayPal. There is a secure payment portal on our website.

## **12. FORCE MAJEURE**

The Company shall not be held liable or deemed to be responsible for any delays or failure in performance under these Terms resulting from acts beyond its control, including but not limited to: Acts of God, acts or regulations of any government or supranational authority, war or national emergency, terrorist activities, industrial action, accident or fire.

## **13. LEGAL NOTICE**

Any provision of these Terms 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 shall continue unaffected.

#### **14. OTHER MATTERS**

14.1 We may assign, subcontract, or transfer any or all of Our obligations under this agreement to another person, firm or organisation which provides a similar service subject to Your prior consent (such consent not to be unreasonably withheld or delayed). If We do this, We will write to You to let You know the details.

14.2 The subject matter of any consultations between You and Us is confidential and both You and We agree not to disclose the content of such discussions to any third parties. No person who is not a party to the agreement embodied in these Terms shall, in the absence of express provision to the contrary, have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, but this does not affect any right or remedy of a third party which exists or is available other than under that Act.

14.3 Castle Estate Solutions is a trading division of Castle Tower Consulting Ltd (Company Number 13176955). Registered Office: 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE.

SIGNED BY, A J Farrell, Director, for and behalf of Castle Estate Solutions as a trading division of Castle Tower Consulting Ltd.

*A J Farrell*

## CLIENT AGREEMENT

Full Name	
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I hereby confirm my agreement to (please tick ALL that apply):

Castle Estate Solutions Terms of Business, document number CES003	
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Processing of the special category personal data listed in the table on page 3 of the Data Protection Policy, document number CES025.	
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Receiving ongoing Communications from Castle Tower Consulting Ltd, its subsidiaries, trading divisions and affiliated firms about services, products, and general updates, delivered by:

email	
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post	
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text message	
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telephone	
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Signature Confirmation (for in person face to face instructions):

Client(s) Signature(s)	
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Date	
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Verbal Confirmation (for Telephone/Zoom instructions)

Call/Zoom Timestamp	
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Date	
------	--

Email Confirmation (for electronic instructions)

Email Reference	
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Date	
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