

PARTNER CONTRACT



Dated:

Parties

1. The Society of Will Writers (Services) Ltd trading as The National Will Archive, a company incorporated in England and Wales (registration number 05002651) having its registered office at Chancery House, Whisby Way, Lincoln, Lincolnshire, LN6 3LQ (the “**Company**”); and
2. _____ [*individual name*] of _____
_____ [*address*] (the “**Partner**”).

Background

1. The following Contract shall apply to all documentation stored and the necessary processes involved by the Company. All work carried out in the provision of Document Storage Services is subject to these terms except where changes are expressly agreed in writing.
2. This Contract forms the basis of the terms of business between both parties.

Agreement

1. Definitions
 - a. The terms and expressions set out in this contract shall have the following meanings:

“Client(s)” shall mean anyone instructing the Partner for the provision of Document Storage Services.

“Documents” shall mean Wills, Lasting Powers of Attorney or other legal documents produced as part of the Will Writing Services.

“The Society” shall mean The Society of Will Writers and Estate Planning Practitioners.

“Document Storage Services” shall mean the provision of storage, checking, scanning, retrieving other services of a legal nature by the Company to the Partner. It shall also mean the advice in connection with the locating of lost Wills or other documents.
2. The Company undertakes to:
 - a. Comply with the Client(s) instructions with reasonable skill, care and expedition appropriate to the Client(s) needs.
 - b. Provide the Partner with the best advice on matters relating to the Document Storage Services. In some cases, this may mean advice to

- correct or draw up other documents, or take other action, which may incur further fees.
- c. Perform a document validity check to ensure Documents sent into store are signed and witnessed correctly. The Company takes no liability for any errors within Documents in store and shall notify of any perceived errors and return Documents to The Partner at the set charge.
 - d. Store the Documents for the life of that client charged at an annual fee.
 - e. Scan all Documents on entry and exit to the storage facility.
 - f. Send the Partner the certificate of safe custody and executor retrieval cards within 10 working days of receiving the Client(s) documents and where this time cannot be met due to complexity, advice being sought or other reasons, the Partner will be advised of such by the Company.
 - g. Maintain the strictest confidentiality and not to pass on the Partner's or the Client(s) details to any other organisation without express written permission unless legally required to do so and shall comply with all legislation in force relating to data protection.
 - h. Cancel the Document Storage Service and return all Documents should the Client(s) change their mind. This will be subject to the fixed retrieval charge.
 - i. Where property deeds are stored these will be subject to a different retrieval fee.
3. The Partner's obligations are:
- a. Provide the necessary completed Registration or Retrieval forms when submitting or requesting Documents from the Company.
 - b. To disclose all relevant facts and answers to all the questions asked to allow the Company to process Documents for the purposes of document storage. The Company shall not accept liability in respect of information which was not disclosed, and therefore not documented by the Partner taking the Client(s) instructions, and which comes to light at a later date as being of relevance and which may affect the validity or content of your Client(s) Documents.
 - c. To ensure Documents stored with the Company are correctly executed.
 - d. To ensure Documents stored with the Company correctly reflect the Client(s) wishes as to the distribution of their estate and that the names and addresses of the persons mentioned in their Documents are correct.
 - e. To respond to any perceived errors found within the Documents through a validity check with any amendments and/or answers to any questions asked to the Company within 10 working days. If the Partner fails to respond to the Company within this period, the Company reserves the

right to refuse storage of the Client(s) Documents and shall accept no liability for the Documents. The Company shall not be responsible for any delay due to your failure to comply with the above.

- f. To pay the fee due for the provision of Document Storage Services in full and in accordance with the terms of the Company's invoice.
- g. To keep their membership of the Society active and up-to-date at all times in order to benefit from preferential rates.

4. 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. If you would like to make a complaint please put this in writing to Custody Manager, The National Will Archive, Unit 2 Blackwood Court, Teal Park, Lincoln, LN6 3AE. We will respond to complaints within 7 days.

5. General

- a. No amendment to this Contract shall be effective unless it is signed by both parties.
- b. This Contract shall be governed by the laws of England and Wales.
- c. This Contract is personal to the Partner and is not transferable.
- d. Nothing in this Contract shall constitute or be construed as constituting a partnership or joint venture between the parties for any purposes whatsoever.
- e. The Partner has neither the power nor authority to bind the Company or contract on its behalf or create any liability of the Company in any way.

SIGNED for and on behalf of The Society of Will Writers (Services) Ltd trading as The National Will Archive by:

SIGNED for and on behalf of _____
 _____ *[partner]* by:

Signature _____

Signature _____

Name _____

Name _____

Position _____

Position _____