

# Simpler Infinity Plan.

**SIMPLER LAW LIMITED** is incorporated and registered in England and Wales with company number 10212566 whose registered office is at Fidelis House, 5 Low Moor Road, Lincoln, England, LN6 3JY

*Your attention is drawn in particular to the potential cancellation fees at Section 3 below.*

## 1. Introduction

The Simpler Infinity Plan is designed to provide numerous benefits to our clients. These benefits include, but are not limited to, the preparation of a Family & Estate Will, the preparation of a Property & Affairs Lasting Power of Attorney ("LPA") or Health & Welfare LPA (or both LPAs, if you subscribe to our Complete Plan), as many updates as you require to the Will and/or LPA(s) while a member of the Infinity Plan, access to free estate administration (probate) services worth up to £15,000 (inc VAT), our secure storage and dedicated aftercare facility.

## 2. Price and Payment

The charge for The Simpler Infinity Plan can be paid by a recurring annual / quarterly / monthly direct debit. The initial price of the plan is £11.99\* per calendar month (including VAT).

The price of the plan will be reviewed annually and will increase in line with the Retail Price Index or the rate of inflation, whichever is the greater.

If you are in arrears with membership payments in excess of 3 months, then you will be deemed to have cancelled your membership of the plan **and the cancellation fees set out in Section 3 will apply.**

Following this any changes required to your estate plan or Estate Administration services provided will be charged at our standard rates.

## 3. Term of Contract and Cancellation Fees

The contract does not have a fixed minimum term but **we do expect you to stay a member of the plan long enough for us to recover our initial costs of drafting your initial Will and LPA(s)** in accordance with our prices for a Family and Estate Will, Property & Affairs LPA and Health & Welfare LPA shown on our price list at [www.simplerlaw.co.uk/price-list](http://www.simplerlaw.co.uk/price-list) on the date you sign this agreement.

This applies only to our costs of preparing your initial documents – once we have recovered those costs, you can cancel at any time, irrespective of how many further updates we make to your documents for you.

By signing the agreement, you agree that it would be unfair for us to incur the costs of preparing those documents without being able to receive reasonable compensation from you **for those costs and if you cancel this agreement before we have received plan membership fees from you equal to those initial costs, you must pay the balance to us immediately on cancellation** (we will confirm the balance on request). If you fail to pay such sum to us within 7 days of cancellation then you must also pay to us any costs we incur (including legal fees and administration costs) in recovering the balance from you, together with interest on late payment at 2% above the base rate of the Bank of England.

By way of example only, in September 2022 the total price of a Family and Estate Will, Property & Affairs LPA and Health & Welfare LPA was £800. If you had subscribed to our Complete Plan at

that time (so received a Family and Estate Will and both LPAs) and cancel your membership of the plan after paying only £500 to us in membership fees, we would be entitled to require you to pay us a balancing payment of £300 on cancellation.

The above fees do not apply if you cancel during the 14-day cooling off period (see Section 9).

Subject to the above requirements, the plan can be cancelled at any time. Should you choose to cancel the plan, there will be no refund of payments made and all benefits will cease on your next payment due date. See Section 8 for further details.

## 4. Secure Storage Facility

Once your estate planning documents have been attested correctly, please return them to us at Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln, LN6 3QN. The documents will be checked and validated.

If the documents are dated, signed, and witnessed correctly, they will be placed into our secure storage facility, and you will receive a certificate of storage confirming the same.

If the documents are dated, signed and witnessed incorrectly, then new documents will be drafted for you free of charge and sent back out to you with further advice on the correct signing procedure. We reserve the right to charge for replacement documents where you have made repeated signing errors.

\* Correct at the time of publication

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Once your documents are securely stored, should you wish to amend them, please contact the Client Care Team on 0333 600 1000 and select option 3 to speak to the Simpler Infinity Plan team in the first instance.

Should you wish to remove your documents from the secure storage facility we reserve the right to charge a retrieval fee at our standard rates in force at the relevant time. Please see our standard terms of business and the retail prices at [www.simplerlaw.co.uk](http://www.simplerlaw.co.uk) for further details. No retrieval fee is charged following your death.

We cannot accept any liability for the validity of your documents should you decide not to return them. In such a case, there is no refund in full or part where the secure storage facility is not being used. We recommend that all signed legal paperwork is returned via recorded or special delivery using Royal Mail.

## 5. Data Protection

The Company takes the security of your personal data very seriously and is compliant with the Data Protection Act 2018.

Please see the Privacy Notice at [www.simplerlaw.co.uk](http://www.simplerlaw.co.uk) for further information on compliance with the Data Protection Act 2018, the UK GDPR and your rights.

## 6. Further details of what is included in the Simpler Infinity Plan

- ▶ You have access to a qualified Estate Planner as often as you wish, to give free advice on any questions you may have regarding you or your family members estate planning (family includes - parents, children, brothers, or sisters).
- ▶ Unlimited reviews whenever you wish to make a change or just to review your

documents. You are entitled to a full consultation to review your documents and your current situation. If your consultation identifies a requirement to amend your documents due to legislative changes or updates to best practice guidance, these will also be carried out free of charge.

- ▶ Free tax planning advice, conducted by an expert, to ensure the most efficient way to structure your estate planning.
- ▶ Any changes you wish to make to your existing documents are free of charge.
- ▶ Any changes to your new documents will be printed, bound, and sent to you free of charge, along with any copy documents, if applicable.
- ▶ You will receive discounts on our advertised prices for other products and services if you require them in the future.
- ▶ Free estate administration, worth up to £15,000\*, following your death which includes:
  - Checking that there is a valid and correctly attested Will;
  - Assess whether any additional documentation will be required to confirm compliance with the Wills Act;
  - Securing the estate and arranging insurance for any property or items of value;
  - Register the death if this has not already been done;
  - Ascertaining the beneficiaries and the extent of their gift;
  - Ascertaining the extent of estate assets and liabilities writing to each institution to advise them of the death and obtaining date of death balances;
  - Ensuring any income, interest or dividends are paid to the estate throughout the administration period;
  - Obtaining information regarding the deceased's tax affairs including pensions, annuities or other income;

- Assess any benefits received by the deceased, ensure all funds are received and ascertain whether any overpayments are outstanding;
- Checking details of any life policies to see whether they form part of the distributable estate;
- Obtaining valuations for properties and other items of value within the estate;
- Obtaining information about any debts or liabilities, arranging for interest to be frozen;
- Obtaining final statements from utility providers and arranging any available council tax discount for the administration period;
- Making an application to the Court for the Grant of Probate;
- Collecting in all the assets;
- Paying any debts and liabilities;
- Distributing legacies in accordance with the terms of the Will;
- Ascertaining and distributing the residuary estate obtaining receipts from beneficiaries.

\*In respect of estate administration, you must have paid at least 5 years' plan membership fees or you must have paid sufficient plan membership fees to cover our initial document costs referred to in Section 3 (whichever is the greater).

If, at the time of death, you have paid less than such amount, the shortfall will be calculated and invoiced separately, or charged against the estate.

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## 7. What is not covered in your Simpler Infinity Plan?

- ▶ The administration of an estate worth in excess of £500,000. The difference will be charged at 1% of the gross value between £500,001 and the total value.
- ▶ Dealing with foreign assets; costs of these will be charged separately and dependant on the asset and location.
- ▶ Disbursements and some additional costs – for example court fees. A list of disbursements and the additional costs that may be applicable is available on request. Please note these may vary from time to time.
- ▶ Any conveyancing work required to deal with property in the estate.
- ▶ The establishment of a trust where the Will requires one to be created.
- ▶ The ongoing management of any trust created by the Will.
- ▶ Any required Deed of Variation.
- ▶ Any contentious matters or additional costs associated with dealing with a contentious estate.
- ▶ Insolvent estates.
- ▶ An estate where there is no valid Will or the Will does not appoint the Directors of Fidelis Legal Services Limited to act as the Executor.
- ▶ An estate where there are disputes between beneficiaries.

## 8. Plan withdrawal/changes

- ▶ We may make changes to these terms from time to time, provided they are to comply with legal requirements or do not have a materially adverse effect on the services provided to you under the plan. Any such changes will be notified to you via email and/or in writing at least one month in advance.

In exceptional circumstances, we may withdraw the free estate administration element of the plan on notice to you. We will however honour the free estate administration in respect of any death notified to us within five years of such withdrawal (provided your plan membership fees were up to date at the time of withdrawal).

- ▶ We may make reasonable changes to other elements of the plan from time to time.
- ▶ No refund of past plan membership fees will be due if the plan is withdrawn for any reason.

## 9. Cancellation

You may cancel the Simpler Infinity Plan at any time within 14 days of setting up the plan without incurring any fees.

You can also cancel the Simpler Infinity Plan at any time after the 14-day cooling off period by cancelling your annual, quarterly, or monthly direct debit payment, but the benefits of the plan will cease at the next payment due date, and no refund of payments made will be due. If you wish to cancel, please refer to your cancellation rights on the last page.

**Please see Section 3 above in respect of the cancellation fees that might apply after the 14-day cooling off period.**

## 10. Deemed delivery of notices

Except as otherwise expressly provided in these terms and conditions, any notice sent by us to you will be effective on the date three days after the date of posting or, if delivered by hand or professional courier, or transmitted via email or fax, on the date of delivery. Any notice sent by you to us will be effective upon receipt.

## 11. Jurisdiction

This agreement is governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts (except that if you live in Wales, Scotland or Northern Ireland, you and we can also bring claims against the other party in the courts of the country you live in).

## 12. Useful Information

### Simpler Law Limited

Fidelis House  
5 Low Moor Road  
Lincoln, LN6 3JY

Tel: 0333 600 1000  
Web: [www.simplerlaw.co.uk](http://www.simplerlaw.co.uk)

### Fidelis Legal Services Limited

Fidelis House  
5 Low Moor Road  
Lincoln, LN6 3JY

Tel: 0333 700 2020  
Web: [enquiries@fidelisls.com](mailto:enquiries@fidelisls.com)

Should you wish to make a complaint about the Simpler Infinity Plan, please contact or write to the Customer Services Department at Simpler Law Limited. We will acknowledge your complaint within 5 working days of receipt and following an investigation we will reply with an outcome to your complaint within a further 28 days.

Our complaints procedure does not prevent you from seeking other means of redress.