

# Simpler Care Plan : Terms & Conditions

## Simpler Care Plan as an extension to the Professional Trustee Management Agreement with Fidelis Legal Services Limited

### 1. INTRODUCTION

The Simpler Care Plan is designed to provide numerous benefits to clients of Simpler Law Limited. These benefits include, but are not limited to the access of free estate administration (probate) services worth up to £15,000 (inc VAT); and our secure storage and dedicated aftercare facility; and a retail discount card powered by Vectis Card.

The Vectis Card benefits can be accessed through the website at [www.simplercarebenefits.co.uk](http://www.simplercarebenefits.co.uk) and by downloading the Vectis Card App on your smart devices.

Your login details will be sent to the email address you provided to Simpler Law Limited when you set up the Simpler Care Plan.

### 2. PAYMENT AND TERM OF CONTRACT

The Simpler Care Plan is included in your monthly direct debit payment to Fidelis Legal Services Limited for providing Professional Trustee services. There is no separate cost for this service.

There is no minimum term of the contract and it can be cancelled at any time. Should you choose to cancel the plan, there will be no refund available and your agreed monthly payment under the terms of your Professional Trustee Management Agreement with Fidelis Legal Services Limited will remain unchanged. However, in the event you choose to cancel this service, all benefits of the Simpler Care Plan will cease.

Further details can also be found at point 7.

### 3. SECURE STORAGE FACILITY

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

If the documents are dated, signed, and witnessed correctly, they will be placed into Simpler Law's secure storage facility.

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. Simpler Law Limited reserves the right to charge for replacement documents where the client has made repeated signing errors.

Once your documents are securely stored, should you wish to amend them, please contact our main office on 0333 600 1000 and ask to speak to the Simpler Care Plan team in the first instance.

Should you wish to remove your documents from the secure storage facility Simpler Law reserves the right to charge a retrieval fee at the prevailing rate. 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.

Simpler Law Limited 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 utilised. Simpler Law Limited recommend that all signed legal paperwork is returned via recorded or special delivery using Royal Mail.



# Simpler Care Plan : Terms & Conditions

## 4. RETAIL SAVINGS – WEBSITE / VECTIS CARD

The website/Vectis Card scheme is run by Saving Works, a trading name of iCOM Works Limited. They are a limited company registered in England and Wales with their registered office being 8 Ash Tree Court, Woodsy Close, Cardiff Gate Business Park, Cardiff, CF23 8RW and Company No. (3419460). Registered with the Information Commissioner's Office under number Z566699X. Saving Works is compliant with the Data Protection Act 2018.

You acknowledge that the provision of the Vectis Card scheme is beyond our control. If iCOM Works Limited ceases to trade or withdraws the benefits, we will use reasonable efforts to find a similar scheme for the benefit of our members but we will have no liability for the withdrawal of their scheme.

The provision of the website is funded by Simpler Law Limited and provides a genuine benefit to you. All discounts, cashback and commission that are obtained from retailers are used for your benefit.

The website enables access to savings and cashback arranged with retailers to save you money and you will have access to the website for the duration of your contract. However, Saving Works make no guarantee that the website will be available at any particular time but will endeavour to ensure it is operational at all times. They reserve the right to deny users access to the website without prior notice and at any time.

Should you no longer have access to the website, you will no longer be able to access or claim any discounts, offers or cashback associated with the website. Any products or items that have been pre-purchased or requested before access is blocked can still be used.

Saving Works ensure all information on the website is valid and accurate. If they make a mistake they will put things right as soon as they are aware of it, so you don't lose out. Whilst they make every effort to ensure that offers and information advertised on the website are exclusive, valid, and correct, some retail partners and service providers may promote offers and services outside and above what is advertised on the website.

Retail partners and service providers can change or withdraw their offer, services or information at any time and sometimes without notice. The website information is intended to help you save money and provide information. We do not advise which retailers to choose or buy from.

You are not allowed to advertise, use, give, or resell any offer or information associated with the website; or use it in connection with a competition, promotion, business, charitable event or any other similar venture without the express permission of Saving Works.

You should not copy, reproduce, re-distribute, republish, download, post, broadcast, transmit or otherwise use the site

content in any way except for your own personal, non-commercial use. If you have been found to have distributed codes, you may be prevented from using the website and will be responsible for all discounts found to have been made through illegal disclosure of discount codes.

## 5. DATA PROTECTION

In order to fulfil all elements of your contract your name and email address will be passed on to iCOM Works Limited. This will allow them to establish your Vectis Card account so you can take advantage of the retail discounts and special offers. No information, other than your name and email address will be passed on to iCOM Works Limited without your express consent. You may withdraw your consent at any time. 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 and your rights.

## 6. FURTHER DETAILS OF WHAT IS INCLUDED IN THE SIMPLER CARE 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.
- Ongoing access to our shopping discount website (where applicable) along with full membership for you and your family and access to all benefits our Simpler Benefits site has to offer.
- Free estate administration, worth up to £15,000\*, following your death which includes:
  - o Checking that there is a valid and correctly attested Will;
  - o Assess whether any additional documentation will be required to confirm compliance with the Wills Act;



# Simpler Care Plan : Terms & Conditions

- o Securing the estate and arranging insurance for any property or items of value;
- o Register the death if this has not already been done;
- o Ascertaining the beneficiaries and the extent of their gift;
- o Ascertaining the extent of estate assets and liabilities writing to each institution to advise them of the death and obtaining date of death balances;
- o Ensuring any income, interest or dividends are paid to the estate throughout the administration period;
- o Obtaining information regarding the deceased's tax affairs including pensions, annuities or other income;
- o Assess any benefits received by the deceased, ensure all funds are received and ascertain whether any overpayments are outstanding;
- o Checking details of any life policies to see whether they form part of the distributable estate;
- o Obtaining valuations for properties and other items of value within the estate;
- o Obtaining information about any debts or liabilities, arranging for interest to be frozen;
- o Obtaining final statements from utility providers and arranging any available council tax discount for the administration period;
- o Making an application to the Court for the Grant of Probate;
- o Collecting in all the assets;
- o Paying any debts and liabilities;
- o Distributing legacies in accordance with the terms of the Will;
- o Ascertaining and distributing the residuary estate obtaining receipts from beneficiaries.

*\*In respect of estate administration, you must have paid at least 60 months payments for Professional Trustee Services.*

*If, at the time of death, less than 5 years' payments have been paid, the difference between the amount paid and the total of 5 years' payments will be calculated and invoiced separately, or charged against the estate.*

## 7. WHAT IS NOT COVERED IN YOUR SIMPLER CARE 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 Executors
- An estate where there are disputes between beneficiaries.

## 8. PAYMENT TERMS & PLAN WITHDRAWAL / CHANGES

- If the plan is in arrears in excess of 3 months, then the plan will be deemed to have been cancelled. Following this any changes required to your estate plan or Estate Administration services provided will be charged at the standard rate.
- 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 1 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 premiums 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 premiums will be due if the plan is withdrawn for any reason.
- Premiums will be reviewed annually and will increase by the price of RPI or inflation whichever is the greater.



# Simpler Care Plan : Terms & Conditions

## 9. CANCELLATION

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

You can also cancel the Simpler Care 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.

## 10. DEEMED DELIVERY

Except as otherwise expressly provided in these terms and conditions, each such notice shall 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 facsimile, on the date of delivery, provided, however, that notices to Simpler Law Limited will be effective upon receipt.

## 11. JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.

## 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)

Email: [enquiries@simplerlaw.co.uk](mailto:enquiries@simplerlaw.co.uk)

### Fidelis Legal Services Limited

Fidelis House, 5 Low Moor Road,  
Lincoln, LN6 3JY

Tel: 0333 700 2020

Web: [www.fidelislegalservices.co.uk](http://www.fidelislegalservices.co.uk)

Email: [enquiries@fidelisls.com](mailto:enquiries@fidelisls.com)

Should you wish to make a complaint about the Simpler Care 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.

## 14. UNDERSTANDING

You are bound by these terms and conditions once delivery has been deemed and/or you have signed below.

Signed

Print Name

Date

D	D	M	M	Y	Y	Y	Y
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Signed

Print Name

Date

D	D	M	M	Y	Y	Y	Y
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## NOTICE OF THE RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day after you signed this contract.

To exercise the right to cancel, a cancellation request should be addressed to the Client Care Team in writing and be sent to Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln, LN6 3JY; you can also email your request to [enquiries@simplerlaw.co.uk](mailto:enquiries@simplerlaw.co.uk)

You may use the cancellation form below, but it is not obligatory. When a notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery. Cancellation will be deemed to be served as soon as it is posted or sent to us.

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement as soon as possible and not later than 14 days after the day on which we are informed of your decision to cancel this contract.

You can cancel this agreement with Simpler Law Limited later than 14 days after the date of this agreement by writing to the Company at the postal address or email above and:

If you have paid the Professional Trustee Management Fee to Fidelis Legal Services Limited by monthly direct debit you will have full use of the Simpler Care Plan for the balance of the month in which your payment was made. No refund is payable by Simpler Law Limited.

## CANCELLATION FORM

To: The Client Care Team, Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln, LN6 3JY.  
Telephone: 0333 600 1000 Email: [enquiries@simplerlaw.co.uk](mailto:enquiries@simplerlaw.co.uk)

I/We *(delete as appropriate)* hereby give notice that I/We *(delete as appropriate)* cancel my/our *(delete as appropriate)* contract for the Simpler Care Plan as detailed below:

Name(s)

Direct Debit reference number

Address

Ordered on (date)


D	D	M	M	Y	Y	Y	Y
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Signed

Signature / Notice of cancellation (date)

D	D	M	M	Y	Y	Y	Y
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 0333 600 1000

 ENQUIRIES@SIMPLERLAW.CO.UK

 @SIMPLERLAW

 COMPANY/SIMPLER-LAW

 WWW.SIMPLERLAW.CO.UK