

TERMS OF BUSINESS FOR WILL WRITING SERVICES

Simpler Law Limited (“the Company”) provides a range of private client legal services and specialises in estate planning and asset protection. The purpose of these Terms of Business is to explain to you what your rights and obligations are and what rights and obligations the Company have. All work carried out is subject to these terms except where changes are expressly agreed in writing. The terms of this agreement are governed by English law and any dispute shall be resolved within the jurisdiction of the courts of England and Wales.

The Company is keen to ensure that it provides its services to the highest standards within the profession and in compliance with current best practices. Should you have any questions about our service standards then please email enquiries@simplerlaw.co.uk with your query.

1. **Our Obligations**

- 1.1 The Company is obliged to give you best advice. We reserve the right to carry out a consultation either in person or via the telephone. In some cases, our advice may mean additional products or services are recommended, these are provided at extra cost either by the Company or another company as recommended by us. You are under no obligation to take up any product or service. Any advice that is given by the Company is based on our understanding of law, practices and procedures at the date of this agreement. The Company is not responsible for any consequences arising from any future changes in law, practices or procedures.
- 1.2 The Company has Professional Indemnity Insurance of £5 million to cover claims and losses worldwide (except in the United States and Canada) arising as a result of any negligent act by us. The policy is currently with Hiscox Insurance Limited and is arranged by Marsh Commercial Brokers, Castlemead, Lower Castle Street, Bristol, BS1 3AG. The Company has Public Liability Insurance of £5 million to cover claims and losses or damages worldwide (except in the United States and Canada) arising from action by us. The policy is currently with QBE Insurance Limited and is arranged by Marsh Commercial Brokers, Castlemead, Lower Castle Street, Bristol, BS1 3AG.
- 1.3 The Company may need your written reasoning if you choose not to follow our advice and still want us to arrange transactions or provide services for you. The Company reserves the right to withdraw from any transaction.
- 1.4 The costs of correcting any error or omission on the part of the Company shall be borne entirely by us. The cost of correcting any error or omission on the part of you shall be met by you at the prevailing rate; unless you have taken advantage of an Aftercare service which allows amendments to be made without further charge.
- 1.5 The signing of your documents must be carried out according to the law of England and Wales in order for them to be valid. All documents will be supplied to you with full written instructions on how to attest them correctly. The Company offers an Attestation Service (signing and witnessing of documents) free of charge provided you can attend at our office (address shown overleaf). We also offer a chargeable Attestation Service that supervises the signing and witnessing of your documents at your home. The Company will not accept responsibility for ensuring the validity of your documents where our Attestation Service has not been used, or the execution of your documents not supervised by an agent of the Company. If you are not using the Attestation Service, you should arrange for the witnesses to be present at the time of the execution of your Will. Videos are available on our website to help you sign your documentation correctly.
- 1.6 The Company will check your documents free of charge to ensure they have been signed and witnessed correctly. The company reserves the right to charge for issuing replacement documents where you have not taken advantage of an aftercare service and the originals have been incorrectly signed or witnessed. Documents can be sent for checking by uploading via our website or they can be posted to our offices. We do charge a fee for returning the documents via recorded delivery. Our fees are published on our website www.simplerlaw.co.uk
- 1.7 The Company may inform your Executors, Trustees, Guardians and Attorneys of their appointment and send them information of their responsibilities along with an option for them to request an information pack on the full services of the Company where you have expressly agreed to the Company writing to them.
- 1.8 Where the Company offers a Document Storage Service, the Company 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 which may necessitate a review of your documents. We recommend that Wills should be reviewed every three years (as a minimum) and when there is any material change in your circumstances, such as divorce, marriage, the birth of children or the inheritance of a large sum of money to name but a few examples. Please refer to our Aftercare Services brochure and the separate terms and conditions for the Private Client Care Plan for further information on keeping your Will up to date.
- 1.9 Where the Company offers a Document Storage Service paid for by direct debit, the Company will send a confirmation letter and future payment schedule. The Company will accept a cancellation at any time, but no part refund will be made for any unused periods. You may cancel by writing to your bank and sending a copy to the Company at their postal or email address. A document release fee will be chargeable upon termination (please contact us for the current price or check our website). Again, please refer to the separate terms and conditions for the Private Client Care Plan.
- 1.10 The Company will maintain client files for a period of 6 years after we are notified of your death, or for a period of 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first. The retention period may be longer where partners or spouses have drafted Wills together, commonly referred to as Joint Wills or Mirror Wills; as details of the individual who passed away first (first death) may be held for six years following the death of the surviving spouse or partner (second death).
- 1.11 Your attention is drawn in particular to clause 3.1 below. You acknowledge and agree that we shall have no obligations to you whatsoever (and you shall not be deemed to be our client) until we have received your complete testamentary instructions. You acknowledge that if you delay or fail to provide the necessary information, then we will not be able to start providing any services to you. You also acknowledge that we will not commence work during the 14-day cancellation period unless you request this in writing (which for these purposes would also include email).

2 Your obligations

- 2.1 To provide sufficient evidence of your identity to enable the Company to confirm your identity and/or comply with current Money Laundering Regulations.
- 2.2 The validity, accuracy and suitability of any documents that the Company provide will partly depend upon the honesty, completeness and accuracy of your answers to our questions. We therefore require you to be open and honest with the information that you provide to us. We cannot be responsible for any loss or liability arising from inaccurate or incomplete information provided by you.
- 2.3 If you would like the Company to check and validate the attestation of any documents we have produced for you, free of charge, they must be made available to us within 60 days of our issuing them to you. If you do not return the documents to us, or delay their return, then we cannot accept any liability for matters in which we diligently provided our services and you did not bring any matter of concern to our attention. Please see our website for information on electronic validation.
- 2.4 The Service provided by the Company is limited to the production, where possible, of the document(s) arising from your testamentary instructions. Your acceptance of this limitation means that the Company is not liable to you, your estate, or any other party, financially or otherwise, unless our documents are produced incorrectly. Nothing in this clause shall be taken as limiting our liability to you in respect of our fraud or in respect of death or personal injury. We will endeavour to correct any mistakes free of charge provided we are notified of them within **60 days** of the documents being produced.
- 2.5 Your documents must be signed, dated and witnessed correctly before they become valid. Signing guides and videos will be made available to you. Should you spoil a document when signing it the Company reserves the right to charge a fee to replace the spoiled document with a new one unless you have opted for our secure storage and aftercare service or our Simpler Client Care Plan, where any spoiled documents will be replaced free of charge.
- 2.6 You acknowledge that where you have taken advantage of any special offers provided by The Company that such offers are limited to single use.

3. Timescales

- 3.1 During your consultation you will provide us with your testamentary instructions. It is from these instructions that we produce and draft your legal documentation. We can only start the work once your testamentary instructions are complete i.e. we have the sufficient information necessary for our legal services team to produce your paperwork.
- 3.2 Once you have started your consultation, and begin to provide your testamentary instructions, your 14-day cancellation period starts. Your cancellation period will also be deemed as started where you fail to attend your consultation appointment without providing us with 24 hours' notice. Unless specifically instructed by you to start work within this 14-day cooling off period, no work will commence. After the cooling off period has expired, and subject to your testamentary instructions being complete, we shall endeavour to issue your documentation within a further 21 days. In the rare event that we are unable to meet the production timescale we will contact you to advise you of this. You will then have two options (1) accept the new timescale as advised and continue (2) cancel our services and request a full refund.
- 3.3 We will endeavour to contact you within 14 days of posting your documentation to confirm you are in receipt. We will not consider this contract completed until it can be reasonably assumed that, or you have acknowledged, safe receipt of all the documents you engaged and instructed us to produce. Should there be no contact between either party to verify receipt of the documents then it will be assumed you are in possession of the documents and we will deem the contract completed at day 60 following the completion of your testamentary instructions.
- 3.4 Should you advise us of any errors in your documents later than 60 days after the documents have been produced (and you have not taken advantage of one of our aftercare services) then the Company reserves the right to charge for producing new documents at the full retail price as displayed on our website at www.simplerlaw.co.uk
- 3.5 Should your testamentary instructions remain incomplete due to failing to sit a consultation, or your failure to provide outstanding information then the Company reserves the right to close your case at day 90 following receipt of these Terms of Business. No refund of any monies paid will be due, but you will be able to complete your testamentary instructions with us at any time after the 90 days and we will provide the services that you originally engaged us to complete.

4 Payment Methods

- 4.1 Fees may be paid by Credit or Debit Card, Bank transfer, PayPal, cheque or cash. Cash payments are limited to no more than £100.
- 4.2 The Company's fees for Will drafting and any additional products or services can be found at www.simplerlaw.co.uk
- 4.3 Where you have authorised a direct debit to pay for Secure Storage and/or Dedicated Aftercare by giving us your bank details, unless the Company receives the cancellation in writing prior to the payment date, no refund will be given. Please refer to the separate terms and conditions for the Simpler Client Care Plan.

5 Complaints

- 5.1 If you are not happy with any aspect of service provided by the Company, you should first of all contact our Customer Services Department on 0333 600 1000 where we will endeavour to address your concern.
- 5.2 If you wish to make a formal complaint about any aspect of service provided by the Company please write to our Customer Services Department at the address shown below or email enquiries@simplerlaw.co.uk We will acknowledge your letter or email within 5 working days of receipt and then investigate the circumstances of your complaint and write to you with the results of the investigation within a further 28 days. The assessment of your complaint will be based on a proportionate and fair investigation. The Company will explain its findings in writing and where a complaint is upheld, remedial action or redress will be offered promptly.

- 5.3 If you disagree with results of the investigation by the Company, you can write to Mr Ian Peace, Simpler Law Limited, 5 Low Moor Road, Lincoln, LN6 3JY, detailing why you are dissatisfied with the handling of your complaint. A separate review of your complaint will then be conducted and you will be told about the conclusion of this review within 28 days of your complaint being referred to Mr Ian Peace. Please note that you MUST raise your complaint with the Customer Services Department before you refer any issues you may have with Mr Ian Peace.
- 5.4 The outcome of any complaint will be deemed final by the Company.
- 5.5 These complaints' procedures do not prevent you from seeking other means of redress.

6 **Use of Personal Information**

- 6.1 The Company takes the security of your personal data very seriously and is compliant with the Data Protection Act 2018. As the Company is a wholly owned subsidiary of HAIG Consumer Group Limited (HAIG), for the purposes of data protection the "Company" in this section refers to all companies that form part of the HAIG group.
- 6.2 The legal basis on which any personal information that the Company collects from you, or that you provide to it, will be processed is as follows. This information may be collected during meetings, by completing a contact form on the Company website in correspondence, or during telephone conversations.
- 6.2.1 Personal information may be processed by the Company for a number of legitimate purposes, including:
- To carry out its obligations under this agreement.
 - To provide you with information, products and/or services which the Company believes may be of interest to you, provided that you have given your consent.
 - For accounting purposes and statistical analysis.
- 6.2.2 The Company will maintain client files for a period of 6 years after your death, or for a period of 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first. The retention period may be longer where partners or spouses have drafted Wills together, commonly referred to as Joint Wills or Mirror Wills; as details of the individual who passed away first (first death) may be held for six years following the death of the surviving spouse or partner (second death).
- 6.2.3 The Company may disclose your personal information to its partner firms and/or sub-contractors who it relies on to be able to provide its services to you, but in doing so it will ensure that they apply the same or greater controls in terms of data protection as the Company does.
- 6.2.4 The Company may also disclose your personal information in the following circumstances:
- If the Company or substantially all of its assets are acquired by a third party, in which case personal information held by us about our customers will be one of the transferred assets.
 - To prevent fraud or if required to do so by law.
- 6.2.5 Other than as provided in sections 6.2.1 to 6.2.4 above, the Company will not disclose any personal information to anyone outside of the Company without your specific permission. Such permission may be obtained and confirmed verbally during your telephone consultation.
- 6.2.6 Whenever the Company processes personal information as described above it will ensure that it always keeps the Personal Data rights of you and anyone whose personal information that you provide in high regard and will take account of these rights. You have the right to object to this processing and if you wish to do so, please contact the Company at the address below. Please bear in mind that if you object, it may affect the ability of the Company to carry out its obligations under this agreement and/or to provide products or services to you.
- 6.2.7 All personal information will be held by the Company under appropriate security and within the UK or the European Union.
- 6.2.8 You have a right to request a copy of the personal information provided by you that the Company processes. If you would like a copy of some or all of this personal information, please contact the Company at the address below.
- 6.2.9 The Company wants to make sure that personal information that it processes is accurate and up to date and you may ask it to correct or remove information that you think is inaccurate.
- 6.2.10 If you wish to raise a complaint on how your personal information has been handled, please contact us and we will investigate further. If you are not satisfied with our response or believe we are not processing your personal information in accordance with the law, you can complain to the Information Commissioner's Office (ICO). Their contact details are shown below, or they can be contacted at <https://ico.org.uk/concerns>.

Useful Contact Information

Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln, LN6 3JY.
Telephone: 0333 600 1000 Website: www.simplerlaw.co.uk Email: enquiries@simplerlaw.co.uk

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.
Telephone: 0303 123 113 Website: www.ico.org.uk

Deemed Delivery. Except as otherwise expressly provided in this Agreement, 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 the Company will be effective upon receipt.

The 'tick box' selections below may be completed by verbal agreement during conversations over the telephone and/or during your telephone consultation.

We may from time to time wish to contact you with newsletters or information regarding products and/or services which we provide. If you consent to us contacting you for this purpose please tick to say how you would like us to contact you:

POST EMAIL TELEPHONE TEXT MESSAGE

ALL OF THE ABOVE

Please note that any consents given by you can be withdrawn by you at any time. You can inform us by post, telephone, or email.

The Company (a wholly owned subsidiary of HAIG Consumer Group Limited (HAIG)) may, where necessary, sub-contract to its sister company, Fidelis Legal Services Limited, also a wholly owned subsidiary of HAIG, for other legal or estate planning work to be carried out in order to fulfil your requirements and meet your estate planning needs.

It is important that you read and understand the above terms that will apply to this agreement before signing. If there is any term that you do not understand or do not wish to agree to, then please discuss it with us before signing. Only sign if you wish to be bound by these Terms of Business.

Signed:	Signed:
Print Name:	Print Name:
Date:	Date:

YOU HAVE CANCELLATION RIGHTS – PLEASE SEE THE NOTICE ON THE NEXT PAGE

NOTICE OF THE RIGHT TO CANCEL

You have a right to cancel this agreement with Simpler Law Limited within 14 days of the date you started your consultation and began to provide your testamentary instructions. If you cancel within the period you will not be required to make a payment or if payment has already been made a full refund will become due, provided you have not asked us to start the work before the end of the cancellation period as referred to below (in which case we will invoice you for just the work we have carried out prior to your cancellation). Providing you have not started a consultation you may request a full refund within 90 days of receiving these terms of business. Please note where you have purchased this service via another company or as part of your mortgage then the refund may need to be returned to the introducing company or your mortgage lender.

To exercise the right to cancel, you must inform us, making a clear statement of your decision. You may use the attached model cancellation form, but it is not obligatory. You can deliver written notice in person. Our address is Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln LN6 3JY. You can email us at; enquiries@simplerlaw.co.uk for the attention of Customer Services. Alternatively, you can telephone the Client Care Team, asking to make a cancellation, on; 0333 600 1000.

You can cancel this agreement with Simpler Law Limited later than 14 days after you started your consultation:

- (i) Provided we have not produced and posted your legal documentation; there will be a cancellation fee of 50% of the total cost.
- (ii) If the total cancellation is due to a delay on our part that is beyond the timescale referred to in section 3.2 of our Terms of Business, then you will be eligible for a full refund regardless of whether the documents have been produced or not.

Where a notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery; however, cancellation will be deemed to be served as soon as it is posted or sent to us, provided, in the event of a dispute, it can be proven as issued by you. If cancellation is sent by email, cancellation will be deemed as the date the email is sent. You may wish to attach a read receipt to your email to confirm receipt. We will acknowledge receipt of notice of cancellation in writing within 7 days.

You can request in writing that the Company can start work on your documentation on a date before the expiry of 14 days after the start of your testamentary instructions, to enable us to commence our work for you. Should you subsequently cancel the contract within 14 days after the completion of your testamentary instructions, you may have to pay for any work that was carried out on your behalf before you cancelled in accordance with the reasonable requirements of the agreement.

Complete, detach and send this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT

To: Customer Services, Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln, LN6 3JY and/or enquiries@simplerlaw.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;

Reference number (if known)

Signed:

Signed:

Print Name:

Print Name:

Date:

Date:

Address:

Address:

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Postcode:

Postcode: