

TERMS AND CONDITIONS FOR THE DRAFTING OF WILLS AND LASTING POWERS OF ATTORNEY

These Terms and Conditions set out the legal relationship between you and Zedra. You should read them carefully to make sure you are happy with them. If there is anything you do not understand, you should seek your own independent legal advice. These Terms and Conditions apply to users of Zedra's will writing and lasting power of attorney service whether over the phone, in person or online.

1. Definitions and interpretation

'Agreement' means the Letter of Engagement and these Terms and Conditions.

'Fee' means the money payable by you to Zedra for the Service. The amount of the Fee will be notified to you in writing when you provide your instructions.

'Instructions' means the instructions given by you in relation to the terms of your will and/or your lasting power of attorney, whether provided verbally by telephone, in a face to face meeting or in writing.

'Loss' means all losses, claims, expenses, liabilities, charges, damages, fees, cost and expenses.

'Letter of Engagement' means the letter that accompanies these Terms and Conditions titled Letter of Engagement and together with these terms and conditions is the Agreement.

'LPA' means a lasting power of attorney.

'Service' means the drafting of wills and LPAs service provided by Zedra, as more particularly set out in clause 6 and the Letter of Engagement and 'Services' shall be construed accordingly.

'you' or **'your'** means you, the person who contracts with Zedra for the provision of the Service.

'Zedra' or **'our'** or **'us'** or **'we'** means Zedra Trust Company (UK) Limited, or a company connected by common ownership, or its agent, or employee, or any third party instructed by Zedra to act on its behalf in the provision of the Service (including anyone to whom Zedra transfers, subcontracts or assigns its rights and obligations under the Agreement in accordance with clause 11.4).

2. Agreement

2.1 You have asked us, and we have agreed to provide you with the Services.

2.2 We cannot provide the Service to you if:

2.2.1 you are under 18 years of age; or

2.2.2 you would like your will and LPA to be governed by the law of another country or religious laws; or

2.2.3 you would like your will or LPA drafted in a language other than the English language; or

2.2.4 you wish to leave specific instructions relating to the continuation of a business in circumstances where Zedra is also to provide the service of executor under your will.

2.3 We will only draft your will and LPA 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 should take advice from a specialist within the relevant jurisdiction.

2.4 The Agreement will start once you have signed our Letter of Engagement.

2.5 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 the Fee paid by you.

3. Your cancellation rights

Under the Consumer Contracts Regulations 2013 you have the legal right to cancel this Agreement without providing a reason for the decision or incurring any liability within the 14 calendar days from the date on which you enter into the Agreement. By signing the Letter of Engagement you give express consent for us to commence work on your will and LPA before the end of the 14 day cancellation period. You acknowledge that by providing this consent you will lose the right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

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4. Restriction and limitation of liability

- 4.1 We do not accept any liability for:
- 4.1.1 any Loss arising in any way from acting in accordance with the Instructions (unless caused by our wilful default, fraud, gross negligence or breach of this Agreement);
 - 4.1.2 any Loss arising from the invalidity of your will or LPA, whether due to a lack of testamentary capacity or knowledge and approval or in the event of undue influence, fraud or forgery;
 - 4.1.3 any Loss arising from your failure to execute the will or LPA correctly or in good time, or at all or your failure to comply with our instructions in any respect;
 - 4.1.4 any Loss arising as a result of any future change in your personal circumstances, or the circumstances of anyone named in your will or LPA, or any change in the law (including taxation legislation) which may affect the provisions of your will or LPA;
 - 4.1.5 any tax incurred or imposed on your estate as a result of the interpretation or effect of your will by HM Revenue & Customs or any other tax authority;
 - 4.1.6 any Loss arising from any delay on your part or any third party in providing information to us or arising from the supply of incorrect or inaccurate information by you or any third party to us;
 - 4.1.7 any Loss resulting from matters beyond our reasonable control, including the loss or delay of your will in the post; or
 - 4.1.8 any Loss arising in respect of the content of advice 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 4.1.1 – 4.1.8 (inclusive), you and your estate shall indemnify us and keep us indemnified and hold us harmless in respect of any claim made by that beneficiary.
- 4.3 To the fullest extent permitted by law, our total liability for all claims of any kind, in relation to the provision of the Service, to you or any other person, including (but not limited to) any beneficiary under your will, shall not exceed a sum equal to ten times the Fee.

5. What you pay

- 5.1 You will pay the Fee (plus VAT, where applicable) by credit card, debit card or bank transfer, when we invoice you for the Services, or otherwise on payment terms which we agree in writing with you.
- 5.2 The Fee is for the provision of the Service. If you change the Instructions during or after the provision of the Service, we shall be entitled to charge an additional fee for undertaking further work. The amount of any additional fee will be notified to you in writing for your agreement before such additional work is carried out.
- 5.3 If, for any reason, you decide not to proceed with or sign a will or LPA that we have prepared, we shall be entitled to retain the Fee which you have paid, in full.

6. What we will do

- 6.1 The Services we will provide to you will be clearly stated in clause 2 of the Letter of Engagement that accompanies these Terms.
- 6.2 After we receive complete Instructions from you and payment of the Fee in full, we will prepare your will and/or LPA in accordance with your Instructions.
- 6.3 Instructions are only accepted verbally by telephone, by face to face meeting, or in writing. Instructions are not accepted by email, unless specifically agreed by us. We reserve the right to make further enquiries with you where necessary to enable us to provide the Service, however we shall not be obliged to ask any supplementary questions in any circumstances.
- 6.4 We will send your will and/or LPA and any associated documents (including instructions for execution of your will and/or LPA), by post or email to the address provided by you. We will usually provide your will and/or LPA within 15 working days of receiving payment of the Fee in full (provided that your instructions are complete and we have no outstanding queries) but cannot guarantee you will receive your will and/or LPA within this time period. For complex situations or where we are relying on a third party to provide us with necessary information, we cannot confirm set timescales, however we will keep you updated on the progress of the drafting of your will and/or LPA.

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7. What we do not do

Unless otherwise stated in the Letter of Engagement:

- 7.1 we do not provide legal or tax advice.
- 7.2 we are not responsible for the appropriateness of your will or LPA and the Service does not involve the provision of any advice in connection with the terms of your will or LPA or your personal circumstances, in particular:
 - 7.2.1 how your assets should be disposed of or the effectiveness of the dispositions that you choose to make;
 - 7.2.2 the legal or taxation consequences of the dispositions in your will; or
 - 7.2.3 the suitability of the persons that you may appoint as executor or attorney or the restrictions that you choose to put in your LPA.
- 7.3 We are not responsible for verifying any of the information provided in the Instructions, including your identity, age or 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 and/or LPA relying on the information in your Instructions and we do not have any obligation to ask supplementary questions. 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.
- 7.4 We are not responsible for the supervision (or verification) of the execution of your will.
- 7.5 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.
- 7.6 Anything contained on our website is for illustration purposes only and will not bind us. Our obligations to you are set out in these Terms and the Letter of Engagement only.

8. Your obligations

- 8.1 You must disclose all relevant information and give complete and accurate answers in your Instructions. If any of the information in your Instructions is not accurate or complete then it may affect the validity of your will and/or LPA and the disposal of your estate under the will may not be correct. It is your responsibility to check the information submitted to us for accuracy and completeness.
- 8.2 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.
- 8.3 You will notify us if you have not received your will within 3 weeks of making full payment of the Fee.
- 8.4 You must read the will and/or LPA 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 and/or LPA are correct. Any errors should be notified to us immediately, and no later than 14 days after receipt of the will. Any spelling or other drafting error notified to us within 14 days of receipt, will be rectified by us free of charge. You must not make any amendments to the will and you must not copy the will (in any format).
- 8.5 You will strictly follow the instructions which we send to you for the execution of your will. If the will is not signed and witnessed correctly, it may be invalid.
- 8.6 You are responsible for the cost and safe delivery of any documents to us, including the executed will. We will not accept any responsibility for loss in transit to us.
- 8.7 By agreeing to these Terms:
 - 8.7.1 you authorise us to provide the Service to you;
 - 8.7.2 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;
 - 8.7.3 you confirm that you are not subject to coercion or undue influence, that you have sufficient mental capacity to make and execute a will and LPA, that you are able to read and write the English language and that you understand the nature and purpose of making a will and/or LPA, including that by executing the will we prepare for you, you are revoking all previous wills;

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8.7.4 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

8.7.5 when applying for a mirror will, 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.

9. How we may end this agreement

9.1 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):

9.1.1 if your Fee remains unpaid (in full or in part) for 7 days after invoicing you for the Fee;

9.1.2 if you fail in any material way to comply with your obligations in clause 8 above and do not rectify the non-compliance within 7 days of us notifying you of the non-compliance;

9.1.3 if the information you have given us turns out to be, or we suspect that it is, materially incorrect, incomplete, fraudulent or otherwise misleading;

9.1.4 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 now as soon as possible that we cannot perform our obligations; or

9.1.5 you do or fail to do something, which in our reasonable opinion could damage our reputation or otherwise bring us into disrepute.

10. Complaints

10.1 If at any time you are not happy with the Service that we have given to you, in the first instance, please telephone the business contact at Zedra you usually deal with in order to explain your concerns.

10.2 If you want to write to us, please send your complaint to:

Zedra UK Will Writing,
Booths Hall,
Booths Park 3,
Chelford Road,
Knutsford
WA16 8GS.

A copy of our internal complaints procedure is also available upon request from the contact details given above. Should the matter not be resolved to your satisfaction, you may refer the matter in writing to Head of Compliance and the address above.

Following this procedure does not affect your statutory rights.

11. Other information

11.1 Any advice we may give is confidential to you and we shall not be responsible or liable if you make it available to third parties. No person who is not a party to the Agreement 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.

11.2 We shall not have any liability for any delay or failure in performance under these Terms resulting from acts beyond our reasonable control, including but not limited to acts of God, acts or regulations of any government or authority, war or national emergency, terrorist activities, industrial action, accident or fire.

11.3 Any provision of these Terms which is 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 of these Terms shall continue unaffected.

11.4 We may assign, subcontract or transfer any or all of our obligations under the Agreement to another person, firm or organisation which provides a similar service to the Service.

11.5 Any notices sent by you to us must be sent by first-class post or delivered by hand to the address shown at term 10.2 above. We may send any notice to you by first-class post or by hand delivery to the last address that you have provided to us. Any notices shall be deemed to have been received once received.

11.6 Zedra Trust Company (UK) Limited is registered in England and Wales with company number 920880. Registered office and principal place of business is Booths Hall, Booths Park 3, Chelford Road, Knutsford WA16 8GS. Zedra Trust Company (UK) Limited is regulated by the Financial Conduct Authority with registration number 119184.

11.7 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

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11.8 You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

12. Data protection and confidentiality

12.1 Processing of all personal data will be carried out in accordance with our Privacy Notice, a copy of which may be found at www.zedra.com.

12.2 You acknowledge and agree that, in order to make or receive payments, the details of the payment (including information relating to those involved in the payment) may be received from or sent to another jurisdiction, where it could be accessible by regulators and authorities in connection with their legitimate duties (for example, the prevention of crime).

12.3 Subject to your consent, we and other companies in the Zedra Group may use your information to inform you by post, electronically and by any new methods of communication about products and services (including those of others) which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us.

12.4 We hereby acknowledge that all information provided by you of whatever kind is confidential and we undertake to maintain strict confidentiality with regard to the same and further undertake that we shall not during the term of this Agreement or after its termination disclose to any person whatsoever any information provided by you to us. Notwithstanding the foregoing, we may disclose information:

12.4.1 with your express authority or the express authority of an authorised person;

12.4.2 as may be necessary and proper in the ordinary course of business or the performance of the Services;

12.4.3 as so required by a relevant regulatory authority or as so ordered by a court of competent jurisdiction; or

12.4.4 as otherwise specified in the Terms.

13. Document storage and retrieval

13.1 Where we retain custody of a will an executor, trustee or other authorised personal representative may retrieve the will on production of a death certificate and proof of their identity and address.

13.2 We will not accept any responsibility for any loss of documents for reasons beyond our control, including but not limited to, acts of God, acts or regulations of any government or authority, war or national emergency, terrorist activities, industrial action, accident or fire.

13.3 In addition to the Service we offer a free original will and LPA storage service for persons who use the Service. If you have a will stored with us, you may request amendments to your existing will from time to time. Our fees for making such amendments and our fees for the retrieval of your will from storage shall be charged at the prevailing rate in accordance with our price list at the relevant time, which shall be available on request.

13.4 Any outstanding storage or other fees must be paid before we will release your will. We will return your will to you at the address on the will on receipt of your written request and the appropriate fee(s), or your new address (subject to proof of change of address) where notified by you.