

Safer Wills Ltd t/a Nene Legal – Terms and Conditions of Business

These Terms and Conditions apply to all Services provided by Safer Wills Ltd, trading as Nene Legal, a company registered in England and Wales under number 10641598 whose registered address is 45 Oxford Street, Wellingborough, England, NN8 4JH (referred to as “we/us/our”).

These Terms and Conditions will form the basis of the Contract between you and us. Before entering into the Contract with us, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of them, please ask us for clarification.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: “**Client/you/your**” means the individual or business which is entering into the Contract with us; “**Contract**” means the contract formed in accordance with clause 2, which will incorporate and be subject to these Terms and Conditions; “**Document(s)**” means any will, lasting power of attorney or other document prepared by us; “**Proposal**” means our proposal to carry out the Services, by way of a questionnaire detailing our fees or otherwise. Our Proposal, unless otherwise stated, remains open for acceptance for a period of 14 days and sets out the entire scope of Services to be provided; “**Services**” means the Document preparation, advice and/or any other services to be carried out by us, as detailed in the Proposal.
- 1.2 Each reference in these Terms and Conditions to “writing” and “written” includes emails and similar communications.
- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation. Each reference to the singular number include the plural and vice versa. References to persons include corporations.

2. The Contract

- 2.1 Following our initial contact with you, in person or remotely, we will present a Proposal detailing our fees. A legally binding Contract will be formed between you and us when you accept our Proposal, whether by signing our questionnaire or by instructing us verbally, electronically or otherwise. The Contract will incorporate, and be subject to, these Terms and Conditions.
- 2.2 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.3 You are responsible for the accuracy of any information submitted to us and for ensuring that our Proposal and the Services to be provided reflect your requirements. Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to adjust it.

3. Our Obligations

- 3.1 We agree to:

- 3.1.1 use reasonable care and skill to perform the Services and ensure that you are kept informed of progress;
- 3.1.2 provide you with professional advice on matters related to the Services, in accordance with generally accepted industry standards and practices. In some cases, this may mean advice to draw up other Documents, or take other action, which may incur additional fees. In this event, we will provide you will full details of such charges in advance and you will be under no obligation to proceed with any additional Services offered, however, in some circumstances you may be asked to sign a declaration stating that you are acting against the advice given;
- 3.1.3 dispatch your Documents by post within the agreed timescales. Please notify us if you have not received the Documents within such;
- 3.1.4 maintain the strictest confidentiality and not to pass on your details to any other organisation without your express permission unless legally required to do so.
- 3.2 We offer a chargeable attestation service to supervise the signing and witnessing of your will. We cannot take responsibility for ensuring the validity of your will where the attestation service has not been taken up. The signing of your will must be carried out according to the law of England and Wales in order for your will to be valid. However you will be supplied with full written instructions of how to complete this task. We shall also not be held responsible where any will or Document is not sufficiently signed and witnessed prior to your death or incapacity.
- 3.3 Please be aware that we can only accept instructions from you if you are over 18 years of age and of sound mind. We cannot provide the Services to you if you would like the Documents to be governed by the law of another country (unless we notify you otherwise) or religious laws, or you would like the Documents drafted in a language other than the English language.

4. Your Obligations

- 4.1 You agree to:
- 4.1.1 disclose all relevant facts and answers to all the questions asked to allow us to provide accurate advice and to produce an effective legal Document. We accept no liability in respect of information which was not disclosed, and which we have not documented as a result, which becomes apparent at a later date as being of relevance and which may affect the validity or content of your Documents or advice given. You understand that, where we are providing you with a will, 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 and it will be automatically revoked on marriage or entering into a civil partnership;
- 4.1.2 read through the Documents provided, to confirm that they correctly reflect your wishes and that the names, addresses and spellings of the persons mentioned in your Documents are correct;

4.1.3 arrange for a witness to be present on the date of the attestation, where applicable;

4.1.4 notify your family and executor as to the whereabouts of your Documents and when you have updated these.

5. Document Storage

5.1 We offer Storage for Documents we have prepared for you. If you wish for us to provide Document Storage Services, we will send you information detailing the fees for this. A legally binding Contract will be formed between you and us when you instruct us to proceed verbally, electronically or otherwise, or make payment of the first annual fee in advance. The Contract will incorporate, and be subject to, these Terms and Conditions.

5.2 Once the Contract is formed, it will continue on a rolling 12-month basis, on these same Terms and Conditions, until it is cancelled or terminated in accordance with clause 5.

5.3 You will need to send the Documents (after having been signed and witnessed) for Storage to us at our normal address: 9 The Old Baptist Chapel, Little Street, Rushden, NN10 0LS.

5.4 We will check that any Wills included for storage are signed and dated. We will then arrange Storage for your completed Documents in a sealed envelope in our storage facility.

5.5 We will send you a storage certificate upon storage with us, any additional certificates needed after this time may be chargeable.

5.6 For Wills only, we will arrange for your name, address and date of birth to be lodged with the National Will Register together with the names of your executors, so your Will could be found if lost. The contents of your Will remains strictly confidential and is never disclosed. If you wish not to be part of this scheme, you must let us know in advance.

5.7 We reserve the right to change our chosen storage method at any time, without giving you notice. However, we warrant that we or

any provider we choose will store the Documents securely in accordance with current data protection laws and best practice.

5.8 Upon your death, or incapacity in order to return the Documents to the executors of your estate we will need to check your executors identification before releasing the Documents.

6. Fees and Payment

6.1 All Document writing Services are payable in full at the time of entering into the Contract. If we agree to invoice you in arrears, then all such invoices are payable in full on receipt.

6.2 Storage is payable annually in advance throughout the term of the Contract. We reserve the right to adjust our fees periodically and will give you no less than 30 days' notice of this in writing, prior to the end of the then-current term.

6.3 All prices quoted include VAT, where applicable.

6.4 If we agree to attend a meeting in person, we require a minimum of 7 days' notice to cancel or rearrange it. We reserve the right to charge for our time if you do not provide this notice. We also reserve the right to charge for mileage and other travel expenses to attend meetings at your request.

6.5 Should you wish us to perform extra tasks outside the normal procedures, we reserve the right to charge an hourly fee. Examples include but are not limited to, extensive rewriting of a will before signing, extra meetings, preparation of "Notes to Executors".

6.6 You also agree to pay for any additional Services provided by us at your request that are not specified in the Contract. These additional Services will be charged in accordance

with our current applicable rate in effect at the time of performance, or such other rate as may be agreed.

6.7 The time for payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other rights available to us, we will have the right to suspend the Services and charge you interest on a daily basis at the rate of 8% per annum above The Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will accrue after as well as before any judgment. We will also charge for any costs we incur in attempting to recover any outstanding debt.

7. Cancelling the Contract

7.1 If you are a consumer (as defined in the Consumer Rights Act 2015), you have a legal right to a "cooling off" period within which you can cancel the Contract for any reason. This period begins once the Contract between you and us is formed, as set out in clause 2.1 and it ends at the end of 14 calendar days after that date.

7.2 If you wish to exercise your right to cancel under clause 6.1, you must inform us of your decision in writing, within the cooling off period. Cancellation is effective from the date on which you send us your message. The cooling off period lasts for whole calendar days so if, for example, you send us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted.

7.3 If you wish for us to provide any Services within the cooling off period, then you will need to make an express request to that effect. By doing so, you acknowledge and agree to the following:

7.3.1 if our Services are fully performed within the 14-calendar day cooling off period, you will lose your right to cancel after the Services are complete;

7.3.2 if you cancel after we have begun providing our Services, but they are not yet complete, you will still be required to pay for any Services we have provided up until the point at which you inform us that you wish to cancel;

7.3.3 any refunds due will be processed within 14 days, using the same payment method you used to pay us.

7.4 If you are not a consumer, or if you wish to cancel after the cooling off period has expired, then we will charge for the Services in full and no refund will be offered, subject to clause 3.1.3.

7.5 If you wish to cancel the Document Storage you will need to provide us with no less than 30 days' written notice, before the end of the Term, to be effective at the end of the term. We may terminate the Document Storage at any time by giving you no less than 30 days' written notice.

7.6 In the event of cancellation or termination for any reason, we will return the Documents to you at your last known address by normal post, unless you request and pay for a tracked service. We shall have no responsibility for the loss of any documents through these services.

8. Intellectual Property Rights

8.1 Any Documents we may provide will be in our standard format only.

8.2 We reserve all copyright and any other intellectual property rights which exist in, or in connection with, the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.

8.3 We will retain ownership in all Documents until such time as we have received all payments due under the Contract in full.

9. Liability and Indemnity

- 9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or subcontractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation.
- 9.3 We do 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 may necessitate a review of your Documents. Any will should be reviewed every three years and on the occasion of any material change in your circumstances, including but not limited to divorce, marriage, the birth of children or the inheritance of a large sum of money.
- 9.4 We cannot be held liable for any claims made under the Inheritance (Provision for Family and Dependants) Act 1975 regarding your Documents.
- 9.5 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.6 Nothing in these Terms and Conditions seeks to limit or exclude your rights as a consumer. For full details of your rights held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation and any amendments to them.

- 11.2 Where you provide us with personal and financial information relating to others, for example, family members, dependants, joint asset holders, beneficiaries, executors, trustees or other professional advisors, you confirm that you have their consent or are otherwise entitled to provide this information to us and we can use it in accordance with the Contract.
- 11.3 When applying for a mirror will, your spouse/partner/civil partner and you will receive shared information, including sight of each other's wills. In agreeing to these Terms and Conditions, you are giving consent to such sharing of confidential information.
- 11.4 From time to time, we voluntarily undergo compliance checks of individual Documents to ensure we maintain the highest standards. Our compliance officer will be under a duty of care under data protection legislation to keep your information confidential.
- 11.5 For further information, please refer to our privacy policy, available on our website.

12. Client Care

- 12.1 We maintain a full complaints procedure to which any complaint should first of all be addressed. If the matter is unable to be resolved to your satisfaction, you may refer it, in writing, to the Complaints Department, The Society of Will Writers, Chancery House Whisby Way, Lincoln LN6 3LQ.
- 12.2 We comply with the Society of Will Writers' Code of Practice of which a copy is available upon request.

13. Other Important Terms

legal rights and guidance on exercising them, we recommend you contact your local Citizens' Advice Bureau or Trading Standards Office.

- 9.7 Please be aware that we cannot give detailed tax advice (other than in connection with the preparation of wills) or investment advice; we can only comment on these matters in a generic way. Advice on these matters should be sought from a qualified professional in the relevant field.
- 9.8 We may make recommendations to third parties, however you are under no obligation to accept these suggestions. If you decide to, you will need to ensure the relevant third party is suitable for your needs. A separate contractual relationship will be created between you and the third party, under separate terms and conditions.

10. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism or war, epidemic, pandemic or natural disaster, or any other event beyond our reasonable control.

11. Data Protection

- 11.1 All personal information we may collect will be collected, used and

- 13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
- 13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. This will not affect the validity and enforceability of the remaining parts of the Contract.
- 13.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

14. Governing Law and Jurisdiction: These Terms and Conditions and any Contract between you and us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.