HUGH JAMES INVOLEGAL LLP
Will writing service
Terms and Conditions of Business

1. GENERAL

These are our standard Terms and Conditions of Business upon which we intend to rely. For your own benefit and protection you should read these terms carefully before proceeding with the online service. If you do not understand any point please contact us for further information.

A copy of these terms and conditions of business are available in larger print on request.

In these terms and conditions of business:
(a) ‘We’, ‘Us’ or ‘Our’ refer to Hugh James Involegal LLP
(b) ‘You’ means you, the individual who contracts with us to purchase a will or wills using the Service
(c) ‘the Service’ means the provision of online will writing services.

2. PLACES AND HOURS OF BUSINESS

Our offices are located at Fusion Point 2, Dumballs Road, Cardiff, CF10 5BF. Tel: 029 2078 5694, Fax: 029 2078 5695. Normal hours of opening are between 9.00am and 5.30pm on weekdays.

3. SERVICE

This service is for the generation of wills by completion of an online questionnaire. We will provide wills only in accordance with the law of England and Wales and the formalities for wills that are to be signed under these laws.

Our obligation to you does not include a duty to print or bind any will or supervise the execution of any will nor to take responsibility for the will being correctly executed. We will provide you with instructions on how to print and bind your will and sign your will in accordance with the law of England and Wales. This service does not provide legal advice and wills produced are generated on the basis of the information given to us online and are not checked by us.

When preparing a will on your behalf we have no responsibility and will accept no liability for verifying:
- your identity;
- you are over 18 years of age;
- your testamentary and / or mental capacity;
- whether you are or were subject to any undue influence when instructing us;
- whether you knew, understood and approved the contents of your will;
- whether there were or might be any actual or potential third party beneficiary(ies) who might have a claim in law against your estate; and
- your suitability to use the online service.

By agreeing to these terms you have completed the will suitability questionnaire and you have self assessed as being suitable to use the online service.

We have no responsibility for verifying any of the information provided to us by you online and we will prepare your will relying on your having correctly stated all information given to us online.

We do not assume any responsibility nor will we accept liability for failing to provide later advice on the terms of any will or trusts we prepare on your behalf should future taxation changes or any other changes in the law render their terms inappropriate. The responsibility for future reviews of the terms of your will or trusts rests with you.

4. CONSENT TO SHARE INFORMATION (MIRROR WILL APPLICANTS ONLY)

When applying for mirror wills your spouse/partner/civil partner and you will receive shared information, including sight of each other’s will. In agreeing to these terms and conditions of business you are giving consent to such sharing of confidential information.

5. CHARGES

The charges for the provision of our services are:

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single will</td>
<td>£65.00</td>
</tr>
<tr>
<td>Pair of mirror wills</td>
<td>£85.00</td>
</tr>
</tbody>
</table>

These charges are inclusive of VAT at the prevailing rate and are payable to us before you download your will.

In the event that you decide not to sign a document we have prepared in accordance with your instructions the charges for its preparation will be due in full and will not be refunded.

We reserve the right in all cases, at our complete discretion, to decline any instructions. Where we do so decline we will return any payment in full when we notify you of our decision.

6. REFERRAL INFORMATION

We have a financial arrangement with Age Partnership whereby we will pay them a portion of our fees for referring your will to us as set out below.

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single will</td>
<td>£15</td>
</tr>
<tr>
<td>Pair of mirror wills</td>
<td>£20</td>
</tr>
</tbody>
</table>

Any advice given by this firm will be independent and you are free to raise any questions on all aspects of the transaction.

Our arrangement with Age Partnership requires us to provide information to them in connection with the administration of the Service and for the monitoring of service levels. We may also allow Age Partnership access to your file, on our premises for them to monitor that we are meeting their quality and service level standards. By signing and returning the Will Writing Information
Form you confirm that you are happy for us to disclose such information to Age Partnership and to allow them access to your file. We do not anticipate there being any conflict of interest between you and Age Partnership but if there is we will let you know as soon as possible and advise how best to proceed.

7. LIMITATION OF LIABILITY

Our liability to you for any loss or damage suffered by you as a result of our negligence or breach of contract shall be limited to that proportion of your loss which shall be just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you in respect of it. In considering the extent of any other party’s responsibility for any loss and damage suffered, no account will be taken of that party’s ability to pay or your inability to pursue or enforce any remedies against it due to your cause of action against that party being time-barred or the reliance of that party on exclusions or limitations of liability.

Our liability to you will in any event be limited to £3 million. This limit of liability applies to the aggregate of all claims that may be made against us by all of the clients named in the engagement letter and not separately to each client or to each separate incident or loss. This limit of liability does not apply in respect of death or personal injury; fraud or wilful default by a partner or member of staff or any other legal liability that we cannot legally exclude.

You agree that you will not bring any claim personally against any individual partner, or the firm’s employees and consultants.

8. TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We do not provide tax advice as part of the Service.

9. STORAGE OF DOCUMENTS

Unless otherwise agreed, at the end of the transaction we will retain your file of papers, in either paper or electronic form, for not less than six years. We have your authority to destroy the file six years after the conclusion of the transaction. We are entitled to hold papers pending payment of any outstanding fees due to us.

We provide a safe custody service to clients in respect of wills, deeds and other securities and no charge will be made for such storage unless prior notice in writing is given to you of a charge to be made from a future date to be specified in that notice.

Where we retrieve from storage stored papers, wills, deeds or securities in connection with continuing or new instructions to us to act in connection with your affairs normally no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on delivery costs such as postage and any perusal of correspondence or other work necessary to comply with the instructions given by, or on behalf of a client or former client for whom papers, wills, deeds, or securities are stored.

10. ESTATE ADMINISTRATION

You can appoint friends, family or professionals to act as your executor and administer your estate. Hugh James can act as your executor, but as a professional executor the firm will charge for providing these services. Hugh James’s fees for administering estates vary from time to time and the fees will depend upon the circumstances of your estate at your death. For guidance, Hugh James’s current fees are 1.75% of the value of the gross estate plus VAT and disbursements, subject to a minimum fee of £2,000.00.

11. DISCLOSURE

Solicitors cannot disclose information about a client’s affairs without the client’s authority. However, external firms or organisations may at times conduct audits or quality checks on our practice and audits of client’s files for the purposes of ensuring the firm complies with service and quality standards. These external firms or organisations are required to maintain confidentiality in relation to your files. Further, there may be times when we need to disclose information and documents to the firm’s insurers if any issue arises in relation to our conduct of your matter. By accepting these terms and conditions of business or by continuing to instruct us you authorise us to disclose information and documents that we have in relation to your matter to external auditors, advisers or insurers. You may withdraw this authority at any time.

By accepting our terms and conditions of business you authorise us to publicise our involvement in this matter, including on our website, in promotional press and public relations materials and in submissions to directories. You may withdraw this authority at any time.

12. DATA PROTECTION

We will process any personal data you provide us with in accordance with our obligations under data protection laws and regulations. We may use your personal information to provide you with the services you have requested, to comply with applicable laws and regulations, for administration, marketing and training purposes. We may also keep your information for a reasonable period for marketing purposes in order to contact you about our services, although if at any time you decide you do not want to receive further information about us then please let us know.

By instructing us you are giving your consent to the above processing activities and such other activities as may be necessary to enable us to provide the legal services or as may be required by law from time to time.

If you provide us with personal data about another individual then you should inform us of any specific instructions you have in relation to the processing of that information. In the absence of specific instruction we will assume that the individual has agreed, and has consented to the processing of his or her personal data including sensitive data and that you have complied with your own obligations under the applicable data protection laws and regulations.
Hugh James Involegal LLP is a limited liability partnership solely owned by the partners of Hugh James and working alongside Hugh James. Both Hugh James and Hugh James Involegal LLP are regulated by the Solicitors Regulation Authority. Information and data may be shared by Hugh James Involegal LLP and Hugh James to allow Hugh James to provide internal business support functions to Hugh James Involegal LLP including:

- Regulation and Compliance;
- Accounts, ICT, Business Development;
- HR;
- Administration; and
- General management activities.

There may also be instances where it is appropriate for resources to be shared by Hugh James Involegal LLP and Hugh James and, if it is in your best interest, for your matter to be discussed with relevant personnel from Hugh James. Hugh James will provide the same duty of confidentiality as Hugh James Involegal LLP in relation to the information and data held on your behalf by Hugh James Involegal LLP.

13. RIGHT TO CANCEL

If we have not met with you or if this agreement was entered into at or following a meeting with us, or someone acting on our behalf, other than at our business premises, or following an offer which you made at a meeting with us in a place other than our business premises, or during an excursion organised by us with the aim of promoting our services, or if this agreement is concluded on our business premises or through any means of distance communication (for example, email, letters and telephone calls) immediately after meeting with you other than at our business premises, then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This means you have the right to cancel this agreement within fourteen days, starting from the day after you receive the Notice of Right to Cancel, as set out in Schedule 1 under “Notice of Right to Cancel”. The right to cancel will only apply if you are a consumer, which means an individual acting for purposes which are wholly, or mainly, outside your trade, business, craft or profession. If you would like us to commence work on your file within the next fourteen days, please let us know in writing. Please note if you instruct us to commence the work within the next 14 days:

- If you exercise your right to cancel you will still be required to pay a proportion of our charges commensurate with the work undertaken up to the point you exercise you right; or

- If we complete the work, any rights to cancel immediately cease to apply.

14. COMMUNICATION

We will communicate with you by any reasonable method which you specifically request, failing which by any method we consider appropriate. We may need to check discs and e-mail for viruses.

We may communicate with you and with others in carrying out your instructions by unencrypted e-mails via the internet. Such electronic communication cannot be guaranteed to be a secure or assured means of communication and we accept no responsibility or liability to you in respect of any loss arising from or in connection with the electronic communication of information to you or others in relation to work undertaken by us pursuant to your instructions.

15. CLIENT CARE

We strive to provide a quality service for our clients and hope you will be pleased with the work we do for you. We constantly seek to improve our service and we monitor our service standards. We have a formal complaints handling procedure, a copy of which can be obtained on request. If you are unhappy about any aspect of the service you have received or about any bill, you can contact the Legal Ombudsman on 0300 555 0333 or by post at PO Box 6806, Wolverhampton WV1 9WJ or by email on enquiries@legalombudsman.org.uk. For additional details go to www.legalombudsman.org.uk.

If you are a member of the public or a very small business, charity, club or trust and for any reason we are unable to resolve any problem to your satisfaction or we do not deal with your complaint within eight weeks, or if you object to any bill, you can contact the Legal Ombudsman on 0300 555 0333 or by post at PO Box 6806, Wolverhampton WV1 9WJ or by email on enquiries@legalombudsman.org.uk. For additional details go to www.legalombudsman.org.uk.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint, or, if we do not deal with your complaint within eight weeks, six months after the expiry of the eight week period for dealing with your complaint. You may also apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill. In relation to Financial Services matters you have a right to complain to the Financial Ombudsman Service.

16. PROFESSIONAL INDEMNITY

Hugh James Involegal LLP maintains professional indemnity insurance cover in accordance with the Solicitors’ Indemnity Insurance Rules, as set out by the Solicitors Regulation Authority. Minimum mandatory cover is provided by underwriters at Aviva Insurance Limited at Corporate and Speciality Risk, 18th Floor, St Helen’s, 1 Undershaft, London. EC3P 3DQ. Our professional indemnity insurance covers all territories.

17. REGULATED SERVICES

Hugh James Involegal LLP is authorised and regulated by the Solicitors Regulation Authority (SRA number 549676).

The SRA handbook setting out the standards and requirements expected of regulated firms can be found at www.sra.org.uk.
18. NOTE

Hugh James Involegal LLP (VAT No. 997 1971 50).
This only applies to consumers in the circumstances set out in clause headed "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, starting from the day after you receive this Notice of Right to Cancel.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail) which should be sent to Lorraine Robinson at Hugh James Involegal LLP, Fusion Point 2, Dumballs Road, Cardiff, CF10 5BF (telephone number 029 2078 5694), or by electronic mail to Lorraine.robinson@hughjames.com or by fax to 029 2078 5695. You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

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**Model Cancellation Form**

To Lorraine Robinson at Hugh James Involegal LLP, Fusion Point 2, Dumballs Road, Cardiff, CF10 5BF (telephone number 029 2078 5694), or by electronic mail to Lorraine.robinson@hughjames.com or by fax to 029 2078 5695.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of legal services.

Name of client(s): ..............................................................................

Address of client(s): ..............................................................................

Signature of client(s) (only if this form is notified on paper): ..........................................................

Date: ..........................................................

[*] Delete as appropriate.