



CLIENT AGREEMENT & TERMS OF BUSINESS

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| **Single Wills** | **Mirror Wills** | **Lasting Power of Attorney** | **Probate** | **Trusts** |

Our Wills, Lasting Power Attorneys and other legal services and the content, names, text and images included on it are provided by 'Legal Wills'. While reasonable care has been taken in the preparation of our these to ensure that the information contained on it is accurate, no warranty or representation of satisfactory quality or fitness for a particular purpose, non-infringement of title, whether express or implied, is given, nor is any warranty or representation given that the information, materials and software downloaded from the website are free from errors, viruses, defects or inaccuracy, except as set out in under the heading "Limited Warranty" below.

Services supplied through our offices and website is subject to a number of conditions as described in this section. Your statutory rights are not affected.

Legal Documents

The website supplies functionality enabling you to produce a legal document with a degree of customisation. Information and documentation supplied is to guide in the creation of legal documents but does not constitute legal advice.

Service Limitations

The functionality and information supplied for your use in generating your legal document is unable to cover all individual circumstances. Specialist legal advice should always be sought in relation to any particular circumstances.

Legal Jurisdiction

The legal documents generated by the service are designed to be suitable for the application of English law. If you live or have assets outside England and Wales then you execute any document purchased using this service entirely at your own risk. We will not normally process refunds for clients who have ignored or chosen not to read our comprehensive advice on this subject. All communication that we send to you will assume that you have read this notice.

Law Changes

Statutory changes and constant changes due to case-law and/or 'reinterpretation' of existing precedents, results in us not being able to guarantee that the Legal Documents or information will be up to date, complete or accurate.

Limited Warranty

We represent and warrant using our best efforts to:

1. Prepare and maintain the website's Legal Documents generation process with due care and skill.
2. Ensure the Legal Documents are reasonably fit for their stated purpose.
3. Review changes in the law and revise the Legal Document generation process accordingly.

Document Storage

If you use our document storage service, we will:

1. Check the documents to be placed in storage
2. Store your document(s) in a safe and secure facility.
3. Insure the document(s) for the replacement cost against theft, fire, and flooding.
4. Issue you with a copy document and write to your Executor to notify them of the documents' whereabouts.
5. Provide you with a Will Reference Number and contact telephone number for all probate queries during normal business hours.

You agree that for each document you will:

1. Check the documents to be placed in storage

2. We will issue you with Instructions on how to perform the above tasks.
3. We will check the details of the signing of the document(s) on receipt.
4. Send the envelope to us by recorded post

For your protection, we will only release the original document:

1. To the family or Executors of the deceased on production of the original death certificate of the Testator and proof of ID. (current passport/drivers licence)
2. To you and at your home address upon written or online authorisation by yourself and payment of any appropriate fee.
3. To your nominated `Authorised Retriever(s)` at your home address upon written authorisation by them and payment of any appropriate fee and upon production of an original authorisation letter signed by yourself.

Your home address will be the address that we have in our database in your Will and/or Lasting Power of Attorney details. The maintenance and protection of this information from unauthorised access/update is your responsibility. The Document(s) will be sent by registered delivery within 3 working days, and will (in the case of retrieval upon the death of the Testator) include an Executor Help Number.

Exclusion of Liability

Neither we nor our suppliers or affiliates will be liable to you in contract, tort (including negligence) or otherwise for any indirect, consequential, special or incidental damage or loss arising from your use of our services and/or any Legal Document, including (without limitation) loss of business or profits or anticipated savings, loss or corruption of data, loss caused by a virus, loss of or damage to property, claims of third parties, fines or penalties levied by any taxing or other authority or any other loss or damage. In particular, neither we nor our suppliers or affiliates will be liable for any Inheritance Tax liability incurred by your Estate as a result of the interpretation of your Will by the appropriate Tax authorities.

We, therefore, cannot adequately insure against such liabilities.

Variations

We may revise these terms of use of our services by amending this policy.

No Right to Cancel

Once this Agreement has been concluded, you will have no right to cancel the contract and Refunds will be given at the discretion of the Company Management only, in accordance with Regulation 13 of the Consumer Protection (Distance Selling Regulations) 2000 ('Distance Selling Regulations').

In particular, if you decide to cancel your Document Storage Contract (if purchased) then although future payments will be cancelled the original payment(s) made will not be refunded.

YOUR CONCERNS

If you have any concerns about material which appears on our disclaimer, please contact pooja@moneywiseplc.co.uk

This is our standard warranties and disclaimers upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing the warranties and disclaimer. If you do not understand any point please ask for further information.