

## WILL YOU LTD – TERMS AND CONDITIONS FOR DOCUMENT STORAGE

These Terms and Conditions apply to all Document Storage Services provided by Will You Ltd, a company registered in England and Wales under company number 06117994, whose registered office address is at PO Box 2234, Pulborough, West Sussex, RH20 6AL (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;  
“**Lifetime Storage**” means the secure storage of the agreed Document(s) until such time as they are retrieved;  
“**Services**” means the Document Storage Services to be provided by us.
- 1.2 Each reference in these Terms and Conditions to “writing” and “written” includes emails.
- 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 We offer Lifetime Storage only for Documents we have prepared for you. The Document preparation will be under a separate Contract subject to different terms and conditions, copies of which can be made available on request.
- 2.2 If you wish for us to provide Lifetime 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. The Contract will incorporate, and be subject to, these Terms and Conditions.
- 2.3 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.
- 2.4 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.
- 2.5 You are responsible for the accuracy of any information submitted to us and for ensuring that the Services to be provided reflect your requirements. Our price is based on the information provided to us at the time we provide it. If any errors or discrepancies become evident, we reserve the right to adjust it.

### 3. The Services

- 3.1 Once the Contract is formed, you will need to send the Documents (after having been signed and witnessed) for Lifetime Storage to us at our normal address: Will You Ltd, PO Box 2234, Pulborough, West Sussex, RH20 6AL.
- 3.2 We will check that any Wills included for storage are signed and dated. We will then arrange Lifetime Storage for your completed Documents with our chosen storage provider, who will store them in a sealed envelope in their secure storage facility.
- 3.3 We will send you a confirmation letter, a storage certificate, and additional storage certificates for your executors. Any additional certificates needed after this time may be chargeable.
- 3.4 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.
- 3.5 We reserve the right to change our chosen storage provider or to store the Documents ourselves 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.

#### **4. Fees and Payment**

- 4.1 Lifetime Storage is payable annually in advance throughout the term of the Contract.
- 4.2 All prices quoted include VAT, where applicable.
- 4.3 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.
- 4.4 Provided we have received payment for the Services in accordance with clause 4.1, we will offer you a 50% discount on our published prices at the time, on any future Will re-writes or updates. Please contact us for further information.
- 4.5 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 terminate the Contract in accordance with clause 5 and/or 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.

#### **5. Cancelling the Contract**

- 5.1 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 2.2 and it ends at the end of 14 calendar days after that date.
- 5.2 If you wish to exercise your right to cancel under clause 5.1, 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.
- 5.3 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:
  - 5.3.1 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;
  - 5.3.2 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;
  - 5.3.3 any refunds due will be processed within 14 days.
- 5.4 If you are not a consumer, or if you wish to cancel after the cooling off period has expired, then you will need to provide us with no less than 30 days' written notice.
- 5.5 We may terminate the Contract at any time by giving you no less than 30 days' written notice.
- 5.6 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 will refund any proportion of the annual fee which you have paid us in advance up to the date of cancellation or termination, on a pro-rata basis.

#### **6. Liability and Indemnity**

- 6.1 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.
- 6.2 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.
- 6.3 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, such as divorce, marriage, the birth of children or the inheritance of a large sum of money etc.
- 6.4 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.
- 6.5 Nothing in these Terms and Conditions seeks to limit or exclude your rights as a consumer. For full details of your legal rights and guidance on exercising them, we recommend you contact your local Citizens' Advice Bureau or Trading Standards Office.

- 7. **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.

**8. Data Protection**

- 8.1 All personal information we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation and any amendments to them.
- 8.2 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.
- 8.3 For further information, please refer to our privacy policy, available on our website.

**9. Client Care**

- 9.1 We are committed to providing you with a high quality service. An essential part of that service is that we will communicate effectively with you so that you are kept informed of progress.
- 9.2 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.
- 9.3 We comply with the Society of Will Writers' Code of Practice of which a copy is available upon request.

**10. Other Important Terms**

- 10.1 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.
- 10.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
- 10.3 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.
- 10.4 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.
- 10.5 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.

- 11. **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.