



Vol+ Terms and Conditions of Business

James McKenzie (Wills) Ltd

CONTENTS

CLAUSE

1.	These terms.....	1
2.	Information about us and how to contact us.....	1
3.	Our contract with you.....	2
4.	Your rights to make changes	2
5.	Our rights to make changes	2
6.	Providing our Services.....	2
7.	Your rights to end the contract.....	6
8.	How to end the contract with us (including if you have changed your mind).....	7
9.	Our rights to end the contract.....	8
10.	If there is a problem with the Services.....	9
11.	Price and payment.....	9
12.	Our responsibility for loss or damage suffered by you	10
13.	How we may use your personal information	11
14.	Other important terms.....	11

SCHEDULE

The table of contents is empty because you aren't using the paragraph styles set to appear in it.



Thank you for selecting us. We are committed to providing you with an exemplary service. See below our terms of service.

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which James McKenzie (Wills) Ltd (referred to as “we”, “our” and “ours” in these terms), supply our services to the Client. Client means a person who contracts with us for the provision of such services and may include the client’s partner, spouse or civil partner (“you”, “your” and “yours” means the Client in these terms.

Where we refer to our Services in these terms, we mean advising on and drafting wills, lasting powers of attorney (LPA), living wills, pilot trusts and notices of severance (“Documents”) and providing probate advice and other services including help with the execution of Documents and meeting with you, advising you and gathering information to complete the Documents. It shall also mean inheritance tax advice and other tax planning advice in connection with the Services.

1.2 Why you should read them. Please read these terms carefully before you make an order for our Services. These terms tell you who we are, how we will provide our Services and your Documents to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1. Who we are. We are James McKenzie (Wills) Ltd, a company registered in England and Wales. Our company registration number is 07003695 and our registered office is at Old Station House, London Road, East Grinstead, West Sussex, RH19 1EP. Our registered VAT number is GB977058574.

2.2. How to contact us. You can contact us by telephoning our customer service team at 02071932060 or by emailing us at info@jmwills.co.uk or by post to Old Station House, London Road, East Grinstead, West Sussex, RH19 1EP.

2.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1. How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2. If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you. This might be because of unexpected limits on our resources for which we could not reasonably plan or because we are unable to meet your specific requirements.

4. Your rights to make changes

If you wish to make a change to the Services, documentation or advice you have ordered please contact us. We will let you know about any changes to the price for our Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

5. Our rights to make changes

5.1. Minor changes to our services. We may make changes:

- (a) to reflect changes in relevant laws and regulatory requirements or for security reasons; and
- (b) to implement minor adjustments and improvements, which will not adversely affect you.

6. Providing our Services

6.1 When we will provide our Services. During the order process we will let you know about our time scales and when and how you can end the contract. We will supply our Services, to you until the Services are completed or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.2. We are not responsible for delays outside our control. If our Services are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

- 6.3. Our carrying out of the Services might also be affected by events such as, if you were to change what you want or do not provide us with information we require or our meetings are delayed for any reason.
- 6.4. **Procedure and our obligations to you:** We will arrange an initial meeting with you, this may be at your home or your office, or by way of telephone or video call, at which we shall take your instructions and give you advice on matters relating to the Service you have requested and the Documents we shall prepare for you. We will answer any queries you may have and explain what we will include in your Documents.
- 6.5. **Calls to and from our head office, meeting phone calls and video calls using Teams will be recorded for training and monitoring purposes. Please refer to our retention policy for more details.**
- 6.6. We shall comply with your instructions with reasonable skill, care and expedition appropriate to your needs.
- 6.7. We shall use all reasonable care and skill when advising on matters relating to the preparation of your Documents based on the information you have provided. In some cases, this may mean advice to draw up other Documents, or take other action, which may incur further fees. In such cases, full details of such charges will be given to you in advance and you are under no obligation to proceed with any ancillary services offered. However, in some circumstances you may be asked to sign a declaration and disclaimer if you choose not to follow our advice stating that you choose not to follow the advice given.
- 6.8. Contact you regularly by email and text message until we have all required information to prepare your draft Documents.
- 6.9. Provide your draft Documents within 14 days of receiving all required information from you.
- 6.10. **What will happen if you do not give required information to us.** We will need certain and accurate information from you so that we can supply the Services. We will contact you if we require more information following or in advance of our meeting to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a

reasonable time of us asking for it or not supplying full or accurate information or making changes to the information or Services supplied incurring extra work.

- 6.11. We shall send your final Documents by post within 7 business days of your approval of the draft Documents.
- 6.12. We maintain the strictest confidentiality and will not pass on your name or details to any other organisation without your express permission save in accordance with our Privacy Policy.
- 6.13. We shall provide you with appropriate support and guidance to ensure the correct attestation of your Documents. The signing (Execution) of your Documents must be carried out according to the laws of England and Wales (and, where relevant, Northern Ireland), Scotland or the Republic of Ireland (where applicable) in order for your Documents to be valid.
- 6.14. We draft the Documents in accordance with current legislation and tax regimes. The Company does 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 unless you subscribe to the storage and updating facility offered by us (information on which is contained in separate documentation).
- 6.15. At your written request, the Company shall make no further use of your details and shall promptly return, or destroy, as required, all copies and excerpts of your personal data or confidential information received, in whatever form, together with any notes based on that information.
- 6.16. **Your obligations:** You shall:
 - a) disclose all relevant facts and answer all questions asked by us to allow us to provide accurate advice and to produce an effective Document. We shall not accept liability in respect of information which was not disclosed, and therefore not documented by us when taking your instructions, and which comes to light at a later date as being of relevance and which may affect the validity or content of your Documents, or advice given;
 - b) notify us if you do not receive your draft Documents within 14 business days of the Company receiving your full instructions, unless otherwise agreed.
 - c) review the draft Documents and confirm that the Documents correctly reflect your wishes and to notify us of any amendments within a timely manner. If not notified, we shall accept no liability for the draft Documents. Note that we are not responsible for



the verification of any of the information provided by you in your instructions, particularly with regard to the identity or address of any person identified by you. All Information provided by you is taken at face value and will be relied upon by us.

- d) pay the fee due in accordance with Clause 11 for the provision of the Services in full and in accordance with the terms of our invoice.
- e) We shall not be responsible for any delay due to your failure to comply with your obligations as set out in these terms.
- f) You must Execute your Documents following the instructions provided to you with the final Documents and return evidence of such to us in a timely manner.
- g) We do not have any responsibility for the future review of the Document(s). The Document(s) will be carefully drafted, based on your instructions and the current state of law in your jurisdiction. We are under no obligation to advise you of any changes in taxation, legislation or the law generally which may affect you directly or indirectly and/or which might warrant any change to the contents of the Documents and we shall have no liability in respect of this. Any changes in the personal circumstances of you or anyone named by you in the documents, or any change in the law, should be considered by you. These changes might include, but are not limited to births, marriages, death, incapacity, divorce, insolvency or a material change in financial circumstances. It remains your responsibility to seek further advice if necessary.
- h) Whilst every reasonable care will be exercised in providing the Services, we are not liable for any losses arising in any way from acting on your instructions unless they are caused by our own fraud or negligence.

6.17. Reasons we may suspend the supply of Services or your Documents to you. We may have to suspend the supply of our services to:

- (a) update the services to reflect changes in relevant laws and regulatory requirements;
- (b) make changes to the services as requested by you or notified by us to you (see clause 5).

6.18. Your rights if we suspend the supply of Services. We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than **3 months**, you may contact us to end the contract

for the Services and we will refund any sums you have paid in advance for the Services in respect of the period after you end the contract.

- 6.19. We may also suspend supply of the Services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the services/your Documents until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 11.5).

7. Your rights to end the contract

- 7.1. You can always end your contract with us.** Your rights when you end the contract will depend on whether we have done something wrong, how we are performing and when you decide to end the contract:

- (a) If there is something wrong with the Documents we have provided or our Services, you may have a legal right to end the contract** (or to get the Service re-performed or the Documents changed or to get some or all of your money back), see clause 10;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (c) If you have just changed your mind about using our services, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.5**

- 7.2. Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to;
- (b) there is a risk that supply of the Services or Documents may be significantly delayed because of events outside our control;

- (c) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.8).

7.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products or services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4. When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) the Documents after you have started to download these;
- (b) services, once these have been completed, even if the cancellation period is still running;

How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services on your instructions, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

7.5. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. Your contract for Services is completed when we have finished providing the Services and sent you the Documents and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract

8. How to end the contract with us (including if you have changed your mind)

8.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 02071932060 or by emailing us at info@jmwills.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

- (b) **By post.** Print off the Schedule 1 form and post it to us at the address on the form. Or simply write to us at that address, including details of the service you bought, when you ordered them, and your name and address.

8.2. Returning products after ending the contract. If you end the contract for any reason after Documents have been dispatched to you or you have received them, you must return them to us, if received in hard copy. You must either return the Documents in person or post them back to us at Old Station House, London Road, East Grinstead, West Sussex, RH19 1EP and delete them if you have downloaded them.

8.3. How we will refund you. We will refund you the price you paid for the Services by the method you used for payment. However, we may make deductions from the price, as described below:

- a. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind: we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract;
- b. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. Our rights to end the contract

9.1. We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;

9.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3. **We may withdraw the Services or part of them.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least one month in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

10. If there is a problem with the Services

10.1. **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team on 02071932060 or by emailing us at info@jmwills.co.uk or by post to Old Station House, London Road, East Grinstead, West Sussex, RH19 1EP.

10.2. **Summary of your legal rights.** We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

11. Price and payment

11.1. **Where to find the price for the services.** The price for our services (which includes VAT) will be the price indicated on the ordering page of the website when you placed your order. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the Services you order. You can choose to pay in full when making your order or by instalments over 3, 6 or 12 months. We will let you know during the order process when your payments are due.



- 11.2. We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 11.3. What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.4. When you must pay and how you must pay.** We accept payment with most credit and debit cards. We use Stripe to process your payments. We do not store payment details on our website. When you must pay depends on what Services you are buying or if you choose to pay in full or by instalments over 3, 6 or 12 months. If you require further or additional Services or amendments to the draft Documentation, we shall advise you of the price. If you let us know about amendments to the draft Documents within one calendar month of the final Documents being dispatched to you, we shall charge you a fixed fee. Thereafter we shall charge you a fixed fee per section of your Will that requires amendment. However, if significant changes are required, any amendments may attract our full fee.
- 11.5. What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 12. Our responsibility for loss or damage suffered by you**
- 12.1. We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.
- 12.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services or documents as summarised at clause 10.2.

12.3. We are not liable for business losses. We only supply the Services for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

13.1. How we may use your personal information. We will only use your personal information as set out in our *Privacy Policy*.

14. Other important terms

14.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for Services not provided].

14.2. You may not transfer your rights to someone else.

14.3. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

14.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland or Republic of Ireland, you can bring legal proceedings in respect of the Services in either the Scottish, Republic of Ireland or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.



- 14.7. **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Step Code via their website at <https://www.step.org/about-step/public> Step will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. Andrew Buchan is our registered STEP Code member.



1. Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To:

James McKenzie (Wills) Ltd,

Old Station House,

London Road,

East Grinstead,

West Sussex,

RH19 1EP.

Email: info@jmwills.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate