

Will Writing Service

Standard Terms and Conditions of Business

The Co-operative Legal Services is a trading name of The Co-operative Trust Corporation Limited, Registered in England and Wales No. 06323818, Registered Office: New Century House, Manchester, M60 4ES. These terms comprise the Standard Terms and Conditions of Business on which The Co-operative Trust Corporation Limited provides Will Writing Services on behalf of an individual person.

1. Interpretation

- 1.1 “We” and “Us” mean The Co-operative Trust Corporation Limited or our agent or any third party instructed by Us to act on our behalf in the provision of the Will Writing Service.
- 1.2 “You” and “Client” means the person who contracts with Us for the provision of a Will and/or associated ancillary documents.

2. Our Service

- 2.1 We provide a service for the provision of Wills and associated ancillary documents.
- 2.2 Instructions are only accepted only by telephone conversation between the Client and Us or such similar format as We may agree, although We may on occasion ask for matters of clarification to be confirmed by letter.
- 2.3 Instructions to the Will Writing Service by post, fax or email are not accepted unless specifically agreed by Us.
- 2.4 We will send all Wills and associated ancillary documents to the address provided by You.

3. Choice of Law

- 3.1 We provide Wills and associated ancillary documents only in accordance with the law in England & Wales. The formalities for Wills and associated ancillary documents that are to be signed come under English & Welsh law.
- 3.2 These Standard Terms and Conditions for Will Writing Service are governed by and will be construed in accordance with English and Welsh law.

4. Limitations of service

- 4.1 The Co-operative Trust Corporation Will Writing Service does not involve the provision of any advice in connection with the terms of your Wills or associated ancillary documents or your personal circumstances, and in particular it does not involve advice as to
 - 4.1.1 how your property should be disposed of
 - 4.1.2 the taxation consequences of the dispositions in your Will
 - 4.1.3 the effectiveness of the dispositions that You choose to make
 - 4.1.4 the legal consequences of those dispositions.

5. Limitation of Liability

- 5.1 We contract to provide Will and associated ancillary documents only and our contract to do so does not contain any duty for Us to supervise the execution of any Will or associated ancillary documents nor to take responsibility for the Will and associated ancillary documents being correctly executed.
- 5.2 We have no responsibility for verifying the identity, the age, or the testamentary capacity of anyone with whom We contract to provide a Will and/or associated ancillary documents.
- 5.3 We have no responsibility for verifying any of the information provided by You in your instructions and We prepare Wills and/or associated ancillary documents relying on You having correctly stated all information in your instructions.
- 5.4 We shall prepare your Will and/or associated ancillary documents on the basis of the information provided by You. You must read the Will and/or associated ancillary documents provided to You in order to confirm that it correctly reflects your wishes as to the distribution of your estate, the appointment of your executors, trustees and guardians (as applicable) and that the names and addresses of the persons referred to therein are correct, any errors should be notified to Us immediately and fresh documentation will be prepared and dispatched to You.

6. Our fees

- 6.1 The charges for the provision of The Co-operative Trust Corporation Will Writing Service will be notified to You. Our charges are available on request.
- 6.2 All prices are inclusive of VAT.
- 6.3 The charge is payable to Us when the instructions are taken by credit or debit card. Payment by any other method not accepted unless specifically agreed by Us.
- 6.4 The charge includes one engrossment of your Will and/or associated ancillary documents. If You change your instructions to Us after an engrossment has been prepared then we reserve the right to levy a further fee which will be notified to you and is payable before a fresh engrossment is dispatched to You.
- 6.5 Storage of your Will with Us is free but We reserve the right to levy a charge for the removal of the Will

7. Premature Conclusion

- 7.1 In the event that You decide not to sign a Will and/or associated ancillary documents that We have provided, any charge made for its provision will not be refunded.
- 7.2 You may decide to conclude matters and not to proceed with the preparation of your Will and/or associated ancillary documents at any time prior to the preparation of the Will and/or associated ancillary documents. If You inform Us of your decision at any time prior to the preparation of the Will and/or associated ancillary documents We will refund any charge in full if You request Us not to proceed with your Will prior to its preparation.
- 7.3 Where the proposed terms of a Will are of a complexity that makes our service inappropriate We will notify You of this and return your payment.
- 7.4 We reserve the right, at our complete discretion, to decline to provide any Will and/or associated ancillary documents. Where We do so decline, We will refund any payment when We notify You of our decision.

8. Data Protection Notice

- 8.1 For the purposes of the Data Protection Act 1998, the Data Controller in relation to the information You supply is The Co-operative Trust Corporation Limited: Registered No. (06323818), Registered Office: New Century House, Manchester, M60 4ES.
- 8.2 We will collate the information You supply to Us in written and electronic form and use the information for preparation of your Will and/or associated ancillary documents, administration, customer services and marketing purposes. We will keep your information for a period of 12 years.
- 8.3 To provide services to You, We may need to transfer your information to our service providers and agents for these purposes.
- 8.4 If You have given Us information about another person, for instance, an executor, Guardian or beneficiary, You confirm that they have permitted You to provide Us with their details and information and agreed to Us processing and using of their personal data as We have stated in this notice and to receive any Data Protection notice on their behalf.
- 8.5 You have a right to ask for a copy of the information We hold on You. We will require You to complete a form to request this and We will charge a fee of £10. You have a right to have any inaccuracies in the information We are holding corrected.

8.6 Keeping You informed about our products and services

- 8.6.1 We offer a range of private-client legal services. We are also a member of the Co-operative Group of companies. Where You have indicated your agreement, We may share your information with other Co-operative Group companies and may contact You by mail, telephone, fax or e-mail to let You know about any goods, services or promotions which may be of interest to You.

- 8.6.2 If You do not wish to receive such information in these ways please inform Us, but do bear in mind that this will prevent You from receiving any special offers or promotions.

- 8.6.3 To contact Us, write to Us at The Co-operative Trust Corporation Limited, Aztec 650, Aztec West, Bristol, BS32 4SD.

9. Complaints

- 9.1 We are committed to providing You with excellent service but in the event that You are dissatisfied regarding any aspect of our service You should write to the Head of Wills at The Co-operative Trust Corporation Limited, Aztec 650, Aztec West, Bristol, BS32 4SD.
- 9.2 Our complaints process is available on request.

10. Recording calls

- 10.1 We record all phone calls to Us. We do this to:
- 10.1.1 provide a record of the instructions We have received from You;
 - 10.1.2 allow Us to monitor quality standards;
 - 10.1.3 help Us with staff training; and
 - 10.1.4 meet legal and regulatory requirements.

11. Restrictions

- 11.1 To use the Co-operative Trust Corporation Will Writing Service You should be over 18 years of age, and have your permanent home in England or Wales (the laws in Scotland and other parts of the world are different).

12. Communications

- 12.1 All communications, letters, Wills and associated ancillary documents will be prepared in English.
- 12.2 The Co-operative Trust Corporation Limited is committed to meeting the needs of our customers, including those with special needs. Our letters and leaflets are all available in Braille, in large text or on audio tape. Wills cannot be issued in Braille but are available in large print. If You would like to use any of these services, please let Us know.
- 12.3 Our telephone helpline is available on 0845 600 5207 between the hours of 8.00am and 8.00pm Monday to Friday, 9.00am to 5.00pm Saturday. We will be happy to help.

Your continuing instructions in this matter will amount to your acceptance of these Standard Terms and Conditions of Business and our charges.

Monday 7 September 2009