

Terms and Conditions

Independent Will Makers Limited trading as IWM (Legal Services) provides its services on the following terms and conditions.

1 1 The meaning of some words used in these terms and conditions

- 1. 'we', 'us' or 'our' is a reference to Independent Will Makers Limited trading as IWM (Legal Services) ;
- 2. 'you' or 'your' is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
- 3. 'Parties' is a reference to both us and you; and
- 4. 'Services' means:
 - 5. 1. communication by way of telephone to obtain instructions by way of a telephone questionnaire; and;
 - 6. 2. preparation and review of the required documentation and any amendments which may be required to ensure the documentation meets your requirements
 - 7. for use in England and Wales from time to time. Such Service shall include either email or postal communication (as determined by you in accordance with these terms and conditions);
 - 8. 'Website' means www.powers-of-attorney.com
 - 9.

2 1 Entering into a legally binding contract

- 1. When you place your order for our Services it is an offer by you to enter into a legal contract with us.
- 2.2 You acknowledge that by completing our telephone questionnaire you acknowledge you have read and agree to these terms and conditions which are available on our Website which shall be binding on you when you enter into a contract with us.
- 2.3 You and we will only enter into a legally binding contract when you receive notification from us (whether by way of an email or verbal confirmation over the telephone) that we have accepted your order
- 2.4 You should keep a copy of these terms and conditions for your records.

3 1 Providing the Services

- 1. Once we and you have entered into a legally binding contract we will normally start providing the Services to you by way of initial telephone communication immediately or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a external factors.
- 1. Our aim is to always provide you with the Services:
 - 1. using reasonable care and skill;;

1. in compliance with the laws and regulations in force at the time we are carry out the Services.

4 Your Obligations

4.1 In order for us to provide the Service you need to fully and accurately complete our telephone questionnaire and answer any supplemental questions we may have. You understand and acknowledge that it is your responsibility to provide us with the correct details (including but not limited to information regarding the identity of any parties, their age and capacity). You acknowledge that our Service is provided based on your answers to our questionnaire.

4.2 We will provide the Service subject to:

4.2.1 You having made payment for the Service in full;

4.2.2 the description you have provided complies with the requirements of clause 4.1;

4.2.3 the limitations set out in clause 8 below (as well as the limitations and exclusions set out elsewhere in this Agreement.

3 It is your responsibility to carefully check all documentation provided to you by us to ensure it is accurate and in accordance with your instructions. If you are not happy with the Service then you should not execute the documentation and revert back to us as soon as possible in accordance with clause 9. If we deem any error to be on our part we shall use all reasonable endeavours to rectify the matter as soon as practicable.

4 Our Services are limited to that as specified and for the avoidance of doubt it is your responsibility to ensure that the documentation is properly executed.

Website

1 Data and material ('Web Information') which is to be found on our website to which you have access is subject to the following limitations:

5.1.1 the Web Information is provided only for you to obtain a general understanding of the topics and issues to which it relates;

5.1.2 the Web Information is not to be relied upon by or utilised by you to help you or advise or assist you with any problem or issue you are having. Moreover the Web Information must not form the basis on which you decide to take no action or not to do something;

5.1.3 the Web Information may not be up-to-date or provide all the relevant material or data concerning the topic or issues it addresses;

5.1.4 the Web Information may not be copied by you or provided to any other person by you, except that you may print to a printer or download one copy of the Web Information to store on your own personal computer for subsequent reading by you.

- 5.1.5 you will only search or otherwise access or view the Web Information through a standard internet browser (such as FireFox, Internet Explorer, Safari or Opera). In particular, you will not use any software or device to copy, transfer or download complete or partial parts of the Web Information or our website (text, code, software, graphics etc) to enable you or another person to run our website;
- 5.1.6 All reasonable efforts will be made to ensure the Website is available for use however we will not be liable for any periods in which it may be unavailable;
- 5.1.7 We do not accept any responsibility for any third party websites which may be linked to our Website. You accept that by clicking on such links you do so at entirely your own responsibility and risk.

6 1 Timing

1. Our responsibility to perform the Services by particular dates

1. We aim to carry out the Services by the dates and times we either agree with you or notify to you. However we cannot guarantee or provide a firm commitment that:
 1. we will start performing the Services by a specified date or time; or
 1. we will complete the performance of all the Services by any specified date or time; or
 1. the performance of any individual part of the Services will be completed by a specified date or time.

1. What can happen if we cannot start performing the Services or complete performing the Services

1. If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.
1. Where we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services we have performed up to the date of cancellation. If you have made payment(s) to us in excess of the amount of Services we have performed we will return the difference to you within 10 days of cancellation.

1. Situations or events outside our reasonable control

1. In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in Paragraph 6.3.2 below). Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

1. The following are examples of events or situations which are not within in our reasonable control:
 1. where weather conditions make it impossible or unsafe for us to perform any of the Services;
 1. where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work;
 1. where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
- 6.3.2.5 for other some unforeseen or unavoidable event or situation which is beyond our control.
1. If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:
 1. continuing to wait until we are able to recommence performing the Services; *or*
 1. allowing you cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation. If you have made payment(s) to us in excess of the amount of Services we have performed we will return the difference to you within 10 days of cancellation.

7.1 Price, estimates and payment

1. Our charges based on time spent

2. Our rates for performing the Services are set out on the Website.

7.2 When payment is required

3. 7.2.1 Payment is required in full by debit card when we make contact with you via the telephone to obtain instructions.

7.3 Payment Errors

Where we have accepted an order from you and received payment, if the payment is subsequently refused or rejected then we reserve the right to refuse to perform any further or unfilled part of the Services you have ordered.

1. VAT

5. Where applicable all amounts stated (whether orally or in writing) are inclusive of VAT, which will be added at the rate currently in force.

1. If you do not pay when required to

6. If you fail to make payment by the date or time we and you agree we may:

1. charge you administration fee of £25 on any outstanding amounts if those outstanding amounts remain unpaid for more than 10 days from the date of our invoice or when we asked you first to pay them; and/or
1. if there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.

1. Where you seek to not pay amounts due to us

7. You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

8 1 Exclusion and limitation of liability

8.1 Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of the amount you have paid for the Service.

8.2 We shall not be liable to you in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you:

8.2.1 of an indirect or consequential nature nor

8.2.2 for any economic loss.

8.3 Nothing in this Agreement excludes liability for fraud.

8.4 Without prejudice to the generality of the foregoing provisions of this clause 8, and by way of illustration only, we shall not be liable for the followings losses or liability you may suffer or face caused by your reliance or use of the Services (or by not relying on or not using our Services, or by your using or relying them in a reasonable way):

8.4.1 your missing a deadline or

8.4.2 you (or someone on your behalf) suffering loss by reason of inaccuracy or incompleteness of any information or data provided to you;

8.4.3 you suffering a business loss or being unable to undertake any business activity;

8.4.4 a third party making a claim against you;

8.4.5 a government or regulatory authority imposing a fine, penalty or obligation on you; or

8.4.6 you suffering any loss or damage as a result of any viruses or technical defects on our Website.

8.5 For the avoidance of doubt all documents are prepared in accordance with your instructions and are on an execution only basis.

9 1 Communicating with us

1. You can always telephone (our contact numbers are 01889 591988 or 07940 834054).
1. However, for important matters we suggest that you use writing and send any communications by post to The Old Vicarage, 51 St John's Street, Ashbourne, DE6 1GP or by email to info@iwmllegalservices.co.uk.

9.3 If we wish to send you a letter or notice we will use the address you have given in questionnaire you submitted to us.

10 1 Right to Cancel

1. The Consumer Protection (Distance Selling) Regulations 2000 permits consumers to cancel a contract after it is has been entered into subject to certain limitations and requirements. You will have the right to cancel the contract for the Service within 7 working days from the day after the you complete the telephone questionnaire PROVIDED THAT if we have begun preparation of the documentation forming part of the Service you agree that you will no longer be able to cancel the contract, as at the time you tell us we will have started providing the Service.

10.2 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.

10.3 If we agree to cancel then you will be responsible for the cost of any of our time in performing the Services up to the date we stop providing the Services.

10.4 If you:

- 10.4.1 purport to cancel the contract; or
 - 10.4.2 give notice purporting to cancel; or
 - 10.4.3 otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,
- we do not have to accept your cancellation except as provided in Clause 10.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered.

11 1 Amendments to the contract terms and conditions

1. We will have the right to amend the terms and conditions of this contract where:
 1. we need to do so in order to comply with changes in the law or for regulatory reasons; or

11.2 we are changing the rates we charge for the provision of Services; or

1. we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract.
2. Where we are making any amendment we will give you 7 days' prior notice (unless the contract is terminated before that period).

12 Contracts (Rights of Third Parties) Act 1999

3. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 4.

13 Law and jurisdiction

5. This contract shall be governed and construed by the law of England and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.