

Private Client Care Plan - Terms and Conditions

1. Introduction

The Private Client Care Plan is designed to provide numerous benefits to clients of Simpler Law Limited. These benefits include, but are not limited to the access of significantly reduced professional estate administration fees.

2. Payment and Term of Contract

You may choose to pay for the Private Client Care Plan by a recurring direct debit either annually, quarterly, or monthly. The price of the plan will be reviewed annually and should an increase in cost be deemed necessary this will be in line with the Retail Price Index or the rate of inflation, whichever is the greater. There is no minimum term of the contract and it can be cancelled at any time. Should you choose to cancel the plan, there will be no refund of payments made and all benefits will cease on your next payment due date.

3. Secure Storage Facility

Once your estate planning documents have been attested correctly, please return them to Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln, LN6 3JY. The documents will be checked and validated.

If the documents are dated, signed, and witnessed correctly, they will be placed into Simpler Law's secure storage facility, and you will receive a certificate of storage confirming the same.

If the documents are dated, signed and witnessed incorrectly, then new documents will be drafted for you free of charge and sent back out to you with further advice on the correct signing procedure. Simpler Law Limited reserves the right to charge for replacement documents where the client has made repeated signing errors.

Once your documents are securely stored, should you wish to amend them, please contact the Client Care Team on 0333 600 1000 and choose the existing client option.

Should you wish to remove your documents from the secure storage facility Simpler Law reserves the right to charge a retrieval fee at the prevailing rate. Please see our standard terms of business and the retail prices at www.simplerlaw.co.uk for further details. No retrieval fee is charged following your death.

Simpler Law Limited cannot accept any liability for the validity of your documents should you decide not to return them after they have been signed. In such a case, there is no refund in full or part where the secure storage facility is not being utilised. Simpler Law Limited recommend that all signed legal paperwork is returned via recorded or special delivery using Royal Mail.

4. Data Protection

The Company takes the protection and security of your personal data very seriously and adheres to the Data Protection Act 2018. We will only process your data for legitimate purposes and will never pass your information to a third party without your express consent. Further details of our Data Protection Policy and Privacy Notice can be found on our website www.simplerlaw.co.uk

5. Further details of what is included in the Private Client Care Plan

- You have access to a qualified Estate Planner as often as you wish, to give free advice on any questions you may have regarding you or your family members estate planning (family includes – parents, children, brothers, or sisters).
- Unlimited reviews whenever you wish to make a change or just to review your documents. You are entitled to a full consultation to review your documents and your current situation.

If your consultation identifies a requirement to amend your documents due to legislative changes or updates to best practice guidance, these will also be carried out free of charge.

- Free tax planning advice, conducted by an expert, to ensure the most efficient way to structure your estate planning.
- Any changes you wish to make to your existing documents are free of charge.
- Any changes to your new documents will be printed, bound, and sent to you free of charge, along with any copy documents, if applicable.
- You will receive discounts on our advertised prices for other products and services if you require them in the future.
- Reduced cost of professional estate administration following your death which includes:
 - Checking that there is a valid and correctly attested Will;
 - Assess whether any additional documentation will be required to confirm compliance with the Wills Act;
 - Securing the estate and arranging insurance for any property or items of value;
 - Register the death if this has not already been done;
 - Ascertaining the beneficiaries and the extent of their gift;
 - Ascertaining the extent of estate assets and liabilities writing to each institution to advise them of the death and obtaining date of death balances;
 - Ensuring any income, interest or dividends are paid to the estate throughout the administration period;
 - Obtaining information regarding the deceased's tax affairs including pensions, annuities or other income;
 - Assess any benefits received by the deceased, ensure all funds are received and ascertain whether any overpayments are outstanding;
 - Checking details of any life policies to see whether they form part of the distributable estate;
 - Obtaining valuations for properties and other items of value within the estate;
 - Obtaining information about any debts or liabilities, arranging for interest to be frozen;
 - Obtaining final statements from utility providers and arranging any available council tax discount for the administration period;
 - Making an application to the Court for the Grant of Probate;
 - Collecting in all the assets;
 - Paying any debts and liabilities;
 - Distributing legacies in accordance with the terms of the Will;
 - Ascertaining and distributing the residuary estate obtaining receipts from beneficiaries.

*The reduced cost of the professional estate administration is charged at the equivalent of 0.75% of the gross estate valuation.

6. What is not covered in your Private Client Care Plan

- Dealing with foreign assets, costs of these will be charged separately and dependant on the asset and location.
- Disbursements and some additional costs – for example court fees. A list of disbursements and the additional costs that may be applicable is available on request. Please note these may vary from time to time.
- Any conveyancing work required to deal with property in the estate
- The establishment of a trust where the Will requires one to be created
- The ongoing management of any trust created by the Will
- Any required Deed of variation.
- Any contentious matters or additional costs associated with dealing with a contentious estate.
- Insolvent estates.
- An estate where there is no valid Will or the Will does not appoint the Directors of Fidelis Legal Services Limited to act as the Executors
- An estate where there are disputes between beneficiaries.

7. Cancellation

You may cancel the Private Client Care Plan at any time within 14 days of setting up the plan without incurring any fees.

You can also cancel the Private Client Care Plan at any time after the 14-day cooling off period by cancelling your annual, quarterly, or monthly direct debit payment, but the benefits of the plan will cease at the next payment due date, and no refund of payments made will be due. If you wish to cancel please refer to your cancellation rights on the last page.

8. Deemed Delivery

Except as otherwise expressly provided in these terms and conditions, each such notice shall be effective on the date three days after the date of posting or, if delivered by hand or professional courier, or transmitted via email or facsimile, on the date of delivery, provided, however, that notices to Simpler Law Limited will be effective upon receipt.

9. Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.

10. Useful Information

Simpler Law Limited
Fidelis House
5 Low Moor Road
Lincoln
LN6 3JY
Telephone: 0333 600 1000
Web: www.simplerlaw.co.uk
Email: enquiries@simplerlaw.co.uk

Fidelis Legal Services Limited
Fidelis House
5 Low Moor Road
Lincoln
LN6 3JY
Telephone: 0333 700 2020
Web: www.fidelislegalservices.com
Email: enquiries@fidelisls.com

11. Complaint Process

Should you wish to make a complaint about the Private Client Care Plan, please contact or write to the Customer Services Department at Simpler Law Limited. We will acknowledge your complaint within 5 working days of receipt and following an investigation we will reply with an outcome to your complaint within a further 28 days.

Our complaints procedure does not prevent you from seeking other means of redress.

12. Understanding

You are bound by these terms and conditions once delivery has been deemed and/or you have signed below.

Signed

Print Name

Date

Signed

Print Name

Date

Notice of the Right To Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day after you signed this contract.

To exercise the right to cancel, a cancellation request should be addressed to the Client Care Team in writing and be sent to Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln, LN6 3JY; you can also email your request to enquiries@simplerlaw.co.uk

You may use the cancellation form below, but it is not obligatory. When a notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery. Cancellation will be deemed to be served as soon as it is posted or sent to us.

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement as soon as possible and not later than 14 days after the day on which we are informed of your decision to cancel this contract.

You can cancel this agreement with Simpler Law Limited later than 14 days after the date of this agreement by writing to the Company at the postal address or email above and:

- (1) If you have paid by annual direct debit you will have full use of the Private Client Care Plan for the balance of the year after your payment was made. No refund is payable by Simpler Law Limited.
- (2) If you have paid by quarterly direct debit you will have full use of the Private Client Care Plan for the balance of the quarter after your payment was made. No refund is payable by Simpler Law Limited.
- (3) If you have paid by monthly direct debit you will have full use of the Private Client Care Plan for the balance of the month in which your payment was made. No refund is payable by Simpler Law Limited.

Cancellation Form

To: The Client Care Team, Simpler Law Limited, Fidelis House, 5 Low Moor Road, Lincoln, LN6 3JY. Telephone: 0333 600 1000. E-Mail: enquiries@simplerlaw.co.uk

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) cancel my/our (delete as appropriate) contract for the Private Client Care Plan as detailed below:

Direct Debit reference number:.....

Ordered on:

Name(s):

Address:

Signed:

Date: