

TERMS OF BUSINESS

The following terms of business apply to all instructions accepted by IQ EP Ltd (hereinafter referred to as “the Company”). All work carried out in provision of Will Writing Services and Estate Planning is subject to these terms except where changes are expressly agreed in writing. These terms of business form the basis of the contract between the Company and the client.

The purpose of this Letter of Engagement is to explain to you what your rights and obligations are and what rights and obligations the Company has. The terms of this agreement are governed by English laws and any dispute shall be resolved within the jurisdiction of the courts of England and Wales.

The Company are keen to ensure that we provide services to the highest standards within the profession and in compliance with the Code of Practice.

1. FEES:

The Company’s fees for any additional products or services are enclosed.

2. DEFINITIONS:

The Term, ‘the Company’, shall mean IQ EP Limited (hereinafter referred to as “the Company”). The ‘Client’ shall mean anyone instructing the Company for the provision of Will Writing Services and estate planning.

‘Will Writing Services’ shall mean the provision of Wills, Powers of Attorney, Living Wills, Notices of Severance, Trusts, Funeral Plans, Life Insurance / Financial Services products and other services of a legal nature provided by the Company to their clients. It shall also mean inheritance tax advice and other tax planning advice in connection with the preparation of Wills.

‘Documents’ shall mean Wills, Powers of Attorney or other legal documents produced as part of the Will Writing Services.

3. OUR OBLIGATIONS:

- a) The Company is obliged to give you the best advice on matters relating to Will Writing Services. These services are conducted by means of consultation (usually by telephone but in some cases can be carried out face to face). Communication will be via writing (letter or email), verbal (phone or face to face) or interactive management system via internet connection. In some cases, we may recommend additional products/services, provided at extra cost either by the Company or a third-party company recommended by us. You are under no obligation to take up any additional product or service.
- b) The Company may require you to sign a disclaimer if you instruct us to draft any product or service in a way that is contrary to our professional advice.

- c) Any advice that is given by the Company is based on its understanding of law, practices and procedures at the date of this agreement. The Company is not responsible for any consequences arising from any future changes in law, practices or procedures.
- d) The Company has Professional Indemnity Insurance of £2 million to cover claims and losses arising as a result of any negligent act by the Company.
- e) The Company has Public Liability Insurance of £5 million to cover claims and losses or damages arising from action by it.
- f) The Company reserves the right to withdraw from any transaction if it is unable to complete any transaction in whole or in part but if it does so, it will write to you immediately and you will not be liable to pay any fees.
- g) The costs of correcting any error or omission on the part of the Company shall be borne entirely by the Company.
- h) The Company reserves the right to carry out a consultation either in person, via the telephone or by interactive media.
- i) Where money has been received in advance of the preparation of documents, the Company will hold such monies in the company client account until the Will Writing Services have been carried out in accord with the Client's instructions.
- j) The Company will check your Documents free of charge to ensure they show the required number of signatures. Wills incorrectly signed will be replaced but subject to a replacement fee.
- k) The Company may inform your Executors, Trustees, Guardians and Attorneys of their appointment and send them information of their responsibilities along with an option for them to request an information pack on the full services of the Company and other associated Companies unless expressly forbidden by you in writing.
- l) Where the Company offers a Document Storage Service, 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 which may necessitate a review of your Documents. All Wills 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.

- m) Where the Company offers a Document Storage Service paid in full upon acceptance of the terms, the Company will send a confirmation letter.

4. YOUR OBLIGATIONS:

- a) The validity, accuracy and suitability of any documents that we provide will partly depend upon the honesty, completeness and accuracy of your answers to our questions. The Company therefore requires you to be open and honest with the information that you provide to us. The Company is not responsible for any consequences arising from inaccurate or incomplete information provided by you.
- b) To read through the Documents to ensure they correctly reflect your wishes and check that all names and addresses are correct.
- c) To return the Documents with or without any amendments to the Company within 30 days for checking and

validation. If you fail to return the documents to the Company, or delay their return then the Company shall accept no liability for the Documents due to your failure to comply with the above.

- d) To notify the Company if you do not receive your Documents within 14 days of the first appointment, unless otherwise agreed.
- e) To provide sufficient evidence of your identity to enable the Company to confirm your identity and/or comply with Money Laundering Regulations.

5. TIMESCALES:

If you are unable to provide all of the information that the Company requires to draft your Will documents within 28 days of this agreement, then you will be liable to pay half of the total fees on the 28th day after this agreement. Any fees paid at this time will be deducted from your final invoice.

6. PAYMENT:

- a) Payment for any additional products/services will be required, in full, prior to the completion of the documents. You will still be able to cancel these additional products/services and receive a full refund providing you do so within 7 days of the date of your request.
- b) Fees may be paid by debit/ credit card or direct bank transfer.

3

- c) Fees may be increased to cover the increase in VAT or where third-party companies, government authorities i.e., Land Registry, Public Guardianship Office etc. increase their fees.

7. YOUR RIGHT TO CANCEL

- a) You have a right to cancel this agreement with the Company within 14 days of the date of this agreement by writing to the Company at the postal address or the email address below and you will not be required to make a payment, or if payment has already been made, a full refund will be issued. Please note where you have purchased this service via another company or as part of your mortgage then the refund may need to be returned to the company or lender.
- b) You can cancel this agreement with IQ EP Ltd later than 14 days after the date of

this agreement by writing to the Company at the postal address or the email address below and:

1. Provided we have not conducted a consultation there will be a cancellation fee of £35.
2. If we have conducted a full and final consultation but have not yet written the documents, then the cancellation fee will be 50% of the total cost.
3. If we have conducted a full and final consultation and written the documents, then there will be no refunds and all the monies will become due.

c) You can use the cancellation form attached to this agreement. Where a notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery; however, cancellation will be deemed to be served as soon as it is posted or sent to us.

d) The Company will acknowledge receipt of notice of cancellation in writing within 21 days.

e) You can agree in writing that the Company can start work on your documentation on a date before the expiry of 14 days of the date that you give us information to enable us to complete work for you however your rights to cancel under clause 6a will be terminated on the day the Company starts work on your documents.

8. CLIENT CARE:

a) If you are not happy with any aspect of the service provided by the Company, you should first of all contact our Will Writing and Estate Planning Director, Dean Graham, whose telephone number is 01189 29 13 13.

b) If you wish to make a complaint about any aspect of the service provided by the Company, you must, in the first instance write to our Managing Director, at the address below. They will acknowledge your letter within 3 working days of receipt and then investigate the circumstances of your complaint and write to you with the results of their investigation within a further 28 days.

c) If you are not happy with the results of the Conciliation Process or if you choose not to take up the Conciliation Process following any investigation by the Company, you can write to the Estate Planning Arbitration Scheme (EPAS) at the address below, providing at least 56 days have elapsed from the date of the initial complaint. EPAS will then investigate your complaint and make a formal judgement but there will be a cost to you if you take this option.

4

d) These complaints procedures do not prevent you from seeking other means of redress.

9. USE OF PERSONAL INFORMATION:

The legal basis on which any personal information that the Company collects from you, or that you provide to it, will be processed is as follows. This information may be collected during meetings, [by completing a contact form on the Company website,] in correspondence or in telephone conversations.

a) Personal information may be processed by the Company for a number of legitimate purposes, including:

- To carry out its obligations under this agreement.
 - To provide you with information, products and/or services which the Company believes may be of interest to you, provided that you have given your consent.
 - For accounting purposes and statistical analysis.
- b) The Company will maintain client files for a period of 6 years after your death, or for a period of 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first.
- c) The Company may disclose your personal information to its partner firms and/or sub contractors who it relies on to be able to provide its services to you, but in doing so it will ensure that they apply the same or greater controls in terms of data protection as the Company does.
- d) The Company may also disclose your personal information in the following circumstances: 1) If the Company or substantially all of its assets are acquired by a third party, in which case personal information held by us about our customers will be one of the transferred assets.
2) To prevent fraud or if required to do so by law.

For further information please refer to our data protection statement, available upon request.

- e) Other than as provided in sections (a) to (d) above, the Company will not disclose any personal information to anyone outside of the Company without your specific permission.
- f) Whenever the Company processes personal information as described in sections (a) to (d) above it will ensure that it always keeps the Personal Data rights of you and anyone whose personal information that you provide in high regard and will take account of these rights. You have the right to object to this processing and if you wish to do so, please contact the Company at the address below. Please bear in mind that if you object, it may affect the ability of the Company to carry out its obligations under this agreement and/or to provide products or services to you.
- g) All personal information will be held by the Company under appropriate security and within the United Kingdom .
- h) You have a right to request a copy of the personal information provided by you that the Company processes. If you would like a copy of some or all of this personal information, please contact the Company at the address below.
- i) The Company wants to make sure that personal information that it processes is accurate and up to date and you may ask it to correct or remove information that you think is inaccurate.
- j) If you wish to raise a complaint about how your personal information has been handled, please contact us and we will investigate further. If you are not satisfied with our response or believe we are not processing your personal information in accordance with law, you can

complain to the Information Commissioner's Office (ICO); contact info. is given at the bottom of this page.

Estate Planning Arbitration Scheme (EPAS)

IDRS Limited
70 Fleet Street
London
EC4Y 1EU
www.idris.ltd.uk
info@idris.ltd.uk

Information Commissioner's

Office Wycliffe House
Water Lane
Wilmslow
SK9 5AF
www.ico.org.uk
Tel 0303 123 1113

YOU HAVE CANCELLATION RIGHTS

Notice of the right to cancel.

- a) You have a right to cancel this agreement with IQ EP Limited within 14 days of the date of this agreement by writing to the Company at the postal address or the email address above and you will not berequired to make any payment.
- b)

You can cancel this agreement with IQ EP Limited later than 14 days after the date of this agreement by writing to the Company at the postal address or the email address above. Unless the

cancellation is due to a delay on the part of the Company that is beyond the timescale referred to in section 4, you will be liable to pay half of the full fee.

c) Where notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery, however cancellation will be deemed to be served as soon as it is posted or sent to the Company. d) The Company will acknowledge receipt of notice of cancellation in writing within 14 days. e) You can request in writing that the Company can start work on your documentation on a date before the expiry of 14 days of the date that you first give us information to enable us to complete work for you. Should you subsequently cancel the contract within 14 days of the date that you first give us information to enable us to complete work for you, you may have to pay for any work that was carried out on your behalf before you cancelled in accordance with the reasonable requirements of this agreement.

If you wish to cancel this contract, you MUST DO SO IN WRITING and deliver it personally or send (which may be by electronic mail) it to the Company named below.

To: IQ EP Limited, Merlin House, Brunel Road, Theale RG7 4AB

E: customer care@iqfs.co.uk

V20