

iSmart Wills Terms and Conditions

Please read carefully

1. Definitions

'We', 'us', 'our' refers to i-Smart Consumer Services Ltd, Turnells Mill Lane, Wellingborough, Northants, NN8 2RN

'you', 'your' refers to the will maker who provides will instructions to us

'services' means the will writing service provided by us to you

'terms' means these terms and conditions

'referred solicitor' means the lawyer we refer you to when we are unable to provide services

'website' means our website

'process' means the software programme developed by us for the taking of will instructions

'future will' means the new will created by you using our website to amend your existing i-Smart will

2. Scope of our services

You agree our services means:

2.1 The making of a will: according to the law of England & Wales; is based solely on your instructions; which is intended only to cover the circumstances provided for in our process.

2.2 You: are over 18; are able to read, write, see; are able to understand English and the purpose of making a will; have your main home in England or Wales.

2.3 We have given no legal, financial or tax advice except as provided on our website and by asking the questions in our process.

2.4 We are not required to inform you of changes in the law which might affect your will.

2.5 We are not liable for any loss caused by delay or loss of your will in the post or email or damage to your will whilst in transit between us and you .

2.6 We have the right to refuse to process any instructions to prepare a will.

2.7 We have provided detailed instructions to you for the signing of your will and we accept no liability for any loss arising out of your failure to follow the instructions. Our services do not include verification that your will has been lawfully executed or that witnesses are not beneficiaries or the married/ civil partner of beneficiaries.

2.8 The creation of a future will is free of charge and is at your own risk. You will be responsible for the printing and signing of any future will. You will inform us when you have made a future will. You will send to us the original signed future will where you wish us to store this for you. We reserve the right to charge the current full cost of an i-Smart will where we are involved in any way in the creation of your future will other than by your use of our website.

2.9 We will begin work on your will immediately upon receiving your instructions. We are not required to wait until a cancellation period (if any) has expired. You agree the Consumer Protection (Distance Selling) Regulations 2000 as amended do not apply as the making of your will is a bespoke service.

2.10 The making of a will only, which does not include any advice in, or the carrying out of, the administration of an estate.

3. Our obligations

We agree:

3.1 To take reasonable steps to amend our process, website and documentation to take into account changes in the law.

3.2 To store your will in a safe and secure facility (insured against theft, fire, and flooding) if you instruct us to do this and we have received payment from you. You authorise us to destroy your stored will without further notice to you where storage payments are more than 6 months in arrears.

3.3 To send to you in the post your draft will for approval within 3 working days of receiving your final and complete will instructions (except where your payment is withheld or is made by cheque).

3.4 Where you instruct us to store your will we will check it to ensure: you have not attached any staples or paper clips to your will; your will has not been damaged in transit; no pages are missing from your will; you have not made any marks or alterations to your will; your signature and the signatures of two witnesses have been added to your will.

3.4 To guard against fraud by releasing your signed will (where stored by us) only to you at the address we hold on our database. It is your responsibility to update us of any change in address.

3.5 To guard against fraud by releasing your signed will (where stored by us) only to your executor upon production of an original death certificate and ID evidence sufficient to verify them as the person named in your will.

3.6 To inform you if your instructions do not fall within the circumstances provided for in our process. Where this applies we will not prepare a will for you but will ask you to consult a referred solicitor.

3.7 To hold all information provided to us upon a database and that we are a Data Controller for the purposes of the Data Protection Act 1998.

3.8 If you are unhappy with our services to respond to complaints sent in writing to the Customer Services Manager, i-Smart Consumer Services Ltd, Turnells Mill Lane, Wellingborough, Northants, NN8 2RN.

4. Your obligations

You agree:

4.1 To pay the cost subject to VAT at the prevailing rate of our services at the point of instruction of your will.

4.2 To pay the cost subject to VAT at the prevailing rate for the storage of your will where you have instructed us to store your will.

4.3 To pay our costs by credit card, debit card, or by setting up a direct debit mandate. Where payment is made by cheque or payment is otherwise withheld we reserve the right to withhold your will until we are in receipt of cleared funds in full payment of our costs.

4.4 Your request to us to send to you your will for signature is confirmation that the draft will prepared by us is in accordance with your instructions.

4.5 Your request to us to send to you your will for signature is confirmation that you have read and accepted these terms and the terms form the entire agreement between us and you.

4.6 Your estate will indemnify us if any prospective beneficiary brings a claim against us arising from your act, omission or failure to make adequate provision for them and or to execute the will properly or at all.

4.7 Your will is prepared in accordance with your instructions using our process and we have no responsibility for any inaccuracies, omissions, errors and their effects on your will.

4.8 Where we ask you to consult a referred solicitor we have no liability or responsibility for any will created by the referred solicitor and you will be solely responsible for payment of the referred solicitor's charges.

4.9 You are responsible for maintaining the confidentiality of your password and account on our website.

4.10 We may at our discretion suspend or terminate your password, account or use of our services. We may also without limitation remove, discard or withdraw any content on our website or from within our services.

4.11 Your licence to use our intellectual property including but not limited to our process and website, is personal to you and for the creation of your will or your future will only.

4.12 We have the right to make reasonable changes to the terms without notice.

5. Limitations and exclusions

5.1 Whilst we aim to comply with our legal and contractual obligations we do not accept any liability in tort, contract, or negligence for any loss or damage to you or your estate arising from: the failure to make any gifts to persons who might have reasonable expectations of receiving a benefit from your estate; any tax liability incurred or imposed on your estate by reason of HM Revenue & Customs' interpretation of your will; any mistakes, errors, omissions or misrepresentations in your instructions to us; any delay or loss or damage to your will in the post or email; any loss arising from your failure to follow the instructions for the signing of your will; our release of your will in good faith where we are the victims of fraud; the making of your will by a referred solicitor.

5.2 We do not accept any liability in tort, contract, or negligence for any loss or damage to you or your estate arising from the interpretation of your future will.

6. Intellectual property rights

6.1 All intellectual property rights in the design and contents of the website, process, and i-Smart documentation including but not limited to images, logos, text, software, photographs, graphics, layouts, trade marks, product names, designs and get-up belong to us and is protected by copyright, design right, trademark, patent or other proprietary rights and law.

7. Law and jurisdiction

7.1 These terms are governed by the law of England & Wales and are subject to the jurisdiction of the courts of England & Wales.

8. Invalid clauses

8.1 If any of these terms is found to be invalid or unenforceable then such term shall be severed from the remaining terms and shall not have the effect of invalidating the remainder of the terms.