Terms of Business

1. Interpretation

"Will Writing Service" means Wills, Lasting Power of Attorney and/or associated ancillary documents, probate and estate administration, and additional services.

"We" and "Us" and "Our" mean Redstone Wills Limited or our agent or any third party instructed by Us to act on our behalf in the provision of the Will Writing Service.

"You" and "Client" mean the person who contracts with Us for the provision of a Will Writing Service.
"Our Site" means Our website www.redstonewills.com and any online portal we provide to You.

1.1. These Terms and Conditions give You information about the Will Writing Service and apply to all Will Writing Services provided to You by Us. It is important that You read these Terms and Conditions to understand how the Will Writing Service works and keep them somewhere ` safe so You can look at them again in the future.

1.2. You confirm Your agreement to these Terms and Conditions by proceeding with the Will Writing Service including Your registration on Our Site. Please refer to the additional terms in the leaflet for the Customer Care Package, which apply in addition to these Terms and Conditions if you select this additional service.

1.3. By providing Your signed instruction form or logging on to Our Site, You confirm that You have read, understood, accept and agree to be bound by and comply with these Terms.

2. Our Services

2.1. We provide Will Writing Services and we may offer You additional services (such as printed documents, document care storage services or a paid update service). We will confirm the details and costs of these additional services to You.

2.2. We will provide electronic or paper copies of Wills and associated ancillary documents to the contact details provided by You or via Our Site.

2.3. We shall:

- perform the Will Writing Services using appropriately qualified and experienced personnel, with reasonable skill and care and in accordance with applicable law; and
- ensure that all documentation prepared by Us as part of the Will Writing Service is accurate and in accordance with the instructions given by You.

Timescales

2.4. Timescales depend on the type of the Will Writing Service selected. Typically, we aim to provide You with Your draft Will approximately 14 working days after receiving Your full instructions, payment and verifying Your identity. Depending on the complexities of Your Will, there is no reason why all the work in respect of Your Will cannot be concluded within 30 working days, and potentially in a much shorter period if You provide us with all the necessary information.

2.5. If You do not return Your instruction form we cannot produce Your documents.

2.6. Where You have paid a fee for a Will upfront, we will attempt to contact You if You have not returned Your instruction form. If You do not return Your instruction form to Us within 6 months we will send You a Will self-preparation kit at the cost of the original service requested.

2.7. We may contact You by post, phone or e-mail to review Your Will.

Our Services

2.8. There are some circumstances where You will require legal advice. For example, where the proposed terms of a Will are of a complexity that makes our service inappropriate, or if You require advice on property law such as registering the legal title of Your property. If this applies, we will tell You of this and where applicable refer to specialist third party provider and/or return any fees paid.

2.9. We reserve the right, at our complete discretion, to decline to provide any aspect of our Will Writing Service. Where We do so decline, We will refund any fees paid when We tell You of our decision.

2.10. Any subscription or annual services which You take out may be adjusted by Us on an annual basis, and any changes to the services or the applicable fees will be notified to you prior to the anniversary renewal and you will have the option to cancel.

2.11. We have relationships with certain third parties who are involved in providing the Will Writing Service to You, or with which we have a referral arrangement so they can provide specialist services directly to You and for which we may receive a referral commission fee payment.

2.12. We employ and use a range of technologies, software applications and other technical processes and Our Site including, without limitation, industry-standard third-party legal and artificial intelligence software, to support the provision of our Will Writing Service. We reserve the right to change, withdraw and/or replace this without notice to You.

2.13. The use of third-party legal and artificial intelligence software supports us in enhancing efficiency, accuracy, and ongoing compliance with applicable laws and regulations.

2.14. We implement and maintain appropriate safeguards and oversight mechanisms in our use of technology to protect client confidentiality, maintain data security, and uphold the integrity of our professional services.

2.15. By instructing us, you consent to our use of such technologies.

3. Choice of Law

3.1. We provide Will Writing Services only in accordance with the law in England and Wales. The formalities for Wills, Lasting Power of Attorney and associated ancillary documents that are to be signed come under English and Welsh law.

3.2. Scottish Wills, Lasting Power of Attorney and associated ancillary documents can be provided to You through a referral to our approved Scottish partners in accordance with Scottish law. We will not be providing You with this service and the relevant firm will contact You to provide their terms and conditions and they are responsible directly to You for the services provided to You.

3.3. If You hold assets outside of the above jurisdictions then We recommend You seek expert advice for the jurisdiction where Your assets are held.

3.4. These Terms and Conditions, their subject matter and their formation, are governed by English law. The courts of England and Wales will have exclusive jurisdiction, except for consumers where: if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

4. Limitations of service

4.1. Our Will Writing Service is based on the information provided by You in the instruction form. It is important that You provide correct and accurate information to Us, and We rely on what You have told Us.

4.2. You must read and check the document to ensure it is correct and fully reflects Your wishes. Any changes required should be notified to Us immediately and revised documentation will be prepared and provided to You, which may be subject to an additional fee.

4.3. We will not verify, advise, or check as to:

- whether Your answers and information given to Us are complete, accurate and true;
- that You will be treated as domiciled in England and Wales at the time of Your death;
- how Your property should be disposed of
- any assets or liabilities You have not declared in the instruction form;
- any person You have not declared in the instruction form;
- any ancillary documents outside the Will Writing Service agreed to be undertaken by Us;
- the identity of those named in Your document or those that sign it;
- any taxation matters, including inheritance tax;
- Your testamentary and/or mental capacity;

- whether You are or were subject to any undue influence when instructing Us;
- whether You knew, understood and approved the content;
- whether there were or might be any actual or potential third-party beneficiary(ies) who might have a claim in law against Your estate.

4.4. If Your estate is above the Inheritance Tax threshold we recommend You seek expert advice and contact an Independent Financial Advisor.

4.5. We do not provide any conveyancing services so if You have instructed Us in relation to a severance of tenancy We will not make any charge for the preparation of documentation other than the fee to register this with HM Land Registry, where applicable.

Signing documents

4.6. We do not check Your Will to ensure it has been correctly executed and it is Your responsibility to follow the signing instructions We provide to You and ensure that Your document is signed in compliance with the law. If You select our additional Customer Care Package, We will review Your Will once you send it to us to ensure the Will has been correctly executed.

4.7. You should not make any written changes to Your document after it is signed. If Your document is not signed properly, it is likely to be invalid and unenforceable as a Will or other document and any written changes might not be effective. We do not have any liability to You if You do not sign, sign incorrectly, make written changes or fail to follow the signing instructions.

4.8. Future changes to Your circumstances, the law, taxation or regulation may mean that Your Will, Power of Attorney or other document could become out of date or ineffective and we cannot guarantee that the document will remain up to date, complete or accurate. It is not our responsibility to notify You of changes in the law or the impact of these changes on Your documents.

4.9. You should review Your Will from time to time, and on any material change in Your circumstances, such as divorce, marriage, the birth of children or the inheritance of a large sum of money etc.

5. Our fees

5.1. The fees for the provision of Will Writing Service will be notified to You, including any fees or disbursements (expenses) with third parties such as registration fees for the Office of the Public Guardian (OPG). Our full fee list is available on request.

5.2. All fees are inclusive of VAT.

5.3. Fees are payable to Us, when the instructions are taken, or subject to the terms and conditions You have agreed with Us and/or any third party including in respect of any reduced rates or free of charge services from Us. If We have agreed for fees to be paid by Your employer in relation to any of the services that We provide then We shall not charge You for the Will Writing Services and We will instead charge Your employer in accordance with the arrangement that we have with them.

5.4. Our fees includes one copy (engrossment) of Your Will, Lasting Power of Attorney and/or associated ancillary documents. If You change Your instructions to Us after an engrossment has been prepared then We reserve the right to charge a further fee which will be notified to You and is payable before the new engrossment is provided to You.

5.5. We may update our fee list from time to time, and You will pay the applicable fee at the time you agree to the Will Writing Service or additional service from us.

5.6. The fee for any subscription or annual services which You take out may be adjusted by Us on an annual basis, and any changes to the services or the applicable fees will be notified to you prior to the anniversary renewal and you will have the option to cancel.

5.7. With your consent, We many recommend You an Independent Financial Adviser (IFA). Should You act on their advice We may receive a referral commission fee of between 10% to 25%. This fee does not affect the fee You pay for their services and You are under no obligation to use any IFA we recommend and are free to choose any alternative provider. The IFA will disclose the amount and basis of any referral commission fee payable to Us.

6. Regulation

6.1. We offer a remote service providing legal forms, guidance and information and are not providing legal advice and are not regulated by the Solicitors Regulation Authority (SRA).

6.2. There is no lawyer-client relationship between us, and although some of our team are qualified lawyers and as such are regulated, they are in roles where their primary duties are the management and training of the internal team.

7. Complaints

7.1. We are committed to providing You with an excellent service but in the event that You are dissatisfied regarding any aspect of our service You should write to enquiries@redstonewills.co.uk or Redstone Wills, Unit A2, First Floor, Windmill Road, St Leonards on Sea, East Sussex, TN38 9BY.

7.2. Our alternative dispute resolution entity is the Society of Will Writers, Chancery House, Whisby Way, Lincoln, LN6 3LO.

7.3. When making a complaint You will receive a copy of our Customer Complaints Leaflet detailing our complaints process. A copy is also available on request.

8. Data Protection

8.1. We will issue You a data protection transparency notice when engaging with Us which provides information in relation to how we use Your data and Your statutory rights, and Our privacy policy sets out the terms on which we process any personal data We collect from You, or that You provide to Us https://www.redstonewills.com/privacy

8.2. All of our calls are recorded for training and monitoring purposes.

9. Professional Indemnity Insurance and Liability Limits

9.1. We maintain professional indemnity insurance in respect of the Will Writing Services provided in England and Wales.

9.2. We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

9.3. Subject to Clause 9.2, Our total aggregate liability to You is and shall be limited to the amount of £2 million arising from any Will Writing Services provided to You at any time in respect of all or any actions and/or inactions whether in contract, tort or otherwise and howsoever arising.

9.4. We do not accept any liability for the services, advice or other activities of any third-party providers.

10. Termination and Right to Change Your Mind

10.1. You are not entitled to any refund of fees if You decide not to sign a Will, Lasting Power of Attorney and/or associated ancillary documents that We have provided.

10.2. You may change Your mind at any time within fourteen (14) days, beginning the day after these Terms and Conditions were entered into (which is the date You return Your signed instruction form). If You would like Us to commence work on Your file within the next 14 days, please let us know in writing. Please note if You instruct us to commence the work within the next 14 days:

- If You exercise Your right to cancel You will still be required to pay a proportion of our fees commensurate with the work undertaken up to the point You exercise Your right and which in the case of Connells Group referrals this will also include a £30 including VAT administration fee; or
- If we complete the Will Writing Service, no fee will be refunded.

10.3. Where You are due a reimbursement of fees, We will make payment without undue delay and not later than 10 working days after the day on which We are informed about Your decision to cancel. We will reimburse You using the same means of payment as You used for the initial transaction unless You have expressly agreed otherwise.

10.4. We may cancel these Terms and Conditions at any time with immediate effect by giving You written notice if:

- You do not pay Us when You are supposed to; or
- You break these Terms and Conditions in any other material way and You do not correct or fix the situation within 7 days of Us asking You to do so in writing.

10.5. In addition to your right under clause 10.2, You may cancel these Terms and Conditions at any time with immediate effect by giving written notice to Us if We break these Terms and Conditions in any material way and We do not correct or fix the situation within 7 days of You asking Us to do so in writing and you shall be entitled to a refund of any fees paid in relation to the Will Writing Services.

11. Customer Satisfaction

11.1. Redstone Wills is a member of the Society of Will Writers and adheres to their code of practice, a copy of which is available upon request.

11.2. If You would like to leave feedback in relation to the service provided You can do so using the Society of Will Writers Customer Satisfaction Survey https://www.willwriters.com/public/customer-satisfaction-survey/.

12. Other Important Terms

12.1. We may not transfer Our contract with You, so that a different organisation is responsible for supplying the Will Writing Service without your written consent.

12.2. Nobody else has any rights under this contract. These Terms and Conditions are between You and Us. Nobody else, such as a beneficiary under a Will, can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

12.3. If a court invalidates some of these Terms and Conditions, the rest of it will still apply. If a court or other authority decides that some of these Terms and Conditions are unlawful, the rest will continue to apply.

12.4. Even if We delay in enforcing this contract, We can still enforce it later. We might not immediately chase You for not doing something (like paying) or for doing something You're not allowed to, but that doesn't mean We can't do it later.

13. Website Terms of Use

The following terms set out the rules for using Our website www.redstonewills.com and any online portal We provide to You, together referred to as "Our Site".

13.1. Introduction and acceptance of terms

By using Our Site, You confirm that You accept these terms of use and that You agree to comply with them. If You do not agree to these terms, You must not use Our Site. We recommend that You print a copy of these terms for future reference.

13.2. Additional terms that apply

Our Privacy Policy sets out the terms on which We process any personal data We collect from You, or that You provide to Us. By using Our Site, You consent to such processing and warrant that all data You provide is accurate.

Our Terms and Conditions apply to any services We provide to You.

13.3. Changes to Our Site

We may update and change Our Site from time to time to reflect changes to Our services, Our users' needs and Our business priorities.

13.4. Availability of Our Site

We do not guarantee that Our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our Site for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

13.5. Your responsibilities

You are responsible for ensuring that anyone who uses Your internet connection to access this Site is aware of these terms of use and any other terms and conditions that apply, and that they comply with them.

13.6. Use of Our Site

Our Site is directed at users residing in England, Wales or Scotland. We do not represent that content available on or through Our site is appropriate for use or available in other locations.

We do not guarantee that Our Site will be secure or free from bugs or viruses. You are responsible for setting up Your information technology to access Our Site.

You must not attempt to gain unauthorised access to Our Site, the server on which Our Site is stored or any server, computer or database connected to Our Site.

You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use Our Site will cease immediately.

13.7. Rules about linking to Our Site

You may link to Our home page, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it. We can withdraw linking permission at any time, and without notice.

You must not link Our Site in any way which suggests any form of association, approval or endorsement on Our part where none exists.

If You wish to link to or make any use of content on Our Site other than that set out above, please contact Us using the contact details on Our Site.

13.8. Registration and account responsibilities

You must register with Us to use and access any services provided via the Site. We reserve the right to reject any registration application You make, or to disable Your registration, at Our discretion.

You may access any web portal using Your login details and You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer and devices, and to the extent permitted by applicable law You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that Your password is kept confidential and secure and should inform Us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. In such a case, we reserve the right to immediately withdraw or suspend access and/or alter Your password.

13.9. How You may use material on Our Site

We are the owner or the licensee of all intellectual property rights in Our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

We grant You a non-transferable, non-exclusive, revocable, limited licence to use and access Our Site for Your own personal, non-commercial use. In using Our Site You agree not to:

- licence, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit Our Site, whether in whole or in part, or any content displayed on it;
- modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of Our Site;
- access Our Site in order to build a similar or competitive website, product or service; or
- except as permitted in these terms, copy, reproduce, distribute, republish, download, display, post or transmit Our Site in any form or by any means.

13.10. Prohibited use, web scraping and AI trng

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to Our site or any services provided via, or in relation to, Our site for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of) any:

- “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of Our site or any data, content, information or services accessed via the same
- automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations

The provisions in this clause should be treated as an express reservation of Our rights.

Excluding any user content (meaning any and all information and content that You submit to, or use with Our Site), You acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in Our Site and its content are owned or licensed by Us or Our suppliers. Neither these terms or Your access to Our Site transfers to You or any third party any rights, title or interest in or to such intellectual property rights and We reserve all rights not granted in these terms and conditions.

13.11. Accuracy of website content

Although We make reasonable efforts to update the information on Our Site, we make no representations, warranties or guarantees, whether expressed or implied, that the content on Our Site is accurate, complete or up to date.

13.12. Third-party links

Where Our Site contains links to other websites and resources provided by third parties, these links are provided for Your information only. Such links should not be interpreted as approval by Us of those linked websites or information You may obtain from them. We have no control over the contents of those websites or resources.

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