

# Terms and Conditions

## J P Estate Planning Limited

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## **Our terms**

### **1. These terms**

**1.1 What these terms cover.** These are the terms and conditions on which we supply our products to you, whether these are goods, services or digital content.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms [or require any changes], please contact us to discuss.

### **2. Information about us and how to contact us**

**2.1 Who we are.** We are JP Estate Planning Limited a company registered in England and Wales. Our company registration number is 0992471 and our registered office is at 1 Whittle Court, Knowlhill, Milton Keynes, MK5 8FT ("Us"). Our registered VAT number is 313 8112 39. We are an unregulated company, however some of our advisors may be regulated and all Solicitors are regulated by the Solicitors Regulation Authority (the SRA).

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 01908 382 192 or by writing to us at [hello@jpestateplanning.co.uk](mailto:hello@jpestateplanning.co.uk) or by post at JP Estate Planning Ltd, PO BOX 6438, Milton Keynes, MK10 1LY.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

**3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for our services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we

have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.3 Please check suitability before you order.** Please check that the Documents and/or Services we offer are suitable for your use before you order from us

**3.4 We only sell to England and Wales.** Our website and products are solely for the promotion of our products in England and Wales, we cannot assist you if you are based outside of England and Wales, OR if you have assets based outside of the United Kingdom.

**3.5 You must be over 18.** We can only provide our products to customers who are over the age of 18. By using our services you confirm that you are aged over 18 years.

**3.6 Third parties.** We shall not be liable for the Documents and/or services provided to third parties.

#### **4. Our products**

**4.1 All Products are specifically tailored.** Our products are specifically tailored to your personal needs and requirements, following detailed consideration of the information provided by you.

**4.2 For Personal and Private use only.** These products are specifically designed for your own personal use, and should not be used by any other party. We only supply the Documents and Services and Probate Services for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. You warrant that any Documents and/or Services ordered and purchased by you are not for resale and that you are acting as principal only and not as agent for another party. We shall not be liable for the Documents and/or Services to any third party.

**4.3 Information.** In order for us to provide the product to you, we require you to provide us with certain information in order to tailor the products to your specific requirements. You agree to provide us with full and accurate information to the best of your knowledge to allow us to advise you accordingly. We cannot be responsible liable should any information provided by you be incorrect or inaccurate. Please note that in providing your information to us, we accept no liability for verifying your identity, your mental capacity, whether you knew and understood any requirements made by you, if you were subject to any undue influence or 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 Limited service.** Our service is a limited service and does not include supervision or guidance on the execution of your documents. Further steps must be taken to make the documents valid. It is entirely your responsibility to ensure that the Document is validly executed. Please note that we shall have no liability for any failure to properly execute your Document. A failure to do so will result in an invalid and unenforceable Document. We shall have no liability for the enforceability of any Document.
- 4.5 Please check on receipt.** You should thoroughly check all documents provided to you as soon as possible after receipt. Whilst we take great care in processing the information provided to us, there may be limited circumstances that information is misunderstood or corrupted in transmission and does not completely come across as intended. If there are any errors please bring this to our attention as soon as possible.
- 4.6 Alterations.** Alterations which can be made to the Documents through use of the Services will be limited to set fields such as the names of beneficiaries, executors or assets and you will be able to make limited changes to these areas by ordering the Services. You will not be permitted to change or alter the main text on the Documents.
- 4.7 Dispatch of documents.** We will dispatch documents to you within 14 days of accepting your order. Where any physical documents are to be provided, these will be sent out at the earliest available opportunity after dispatch.
- 4.8 Use of documents and services.** Any use of our Documents, or Services or the Website does not create or constitute a lawyer-client relationship between Us or any employee of or other person associated with Us and you. It is for you to satisfy yourself that the nature of the Services that we offer and the Documents provided to you meet with your requirements and are satisfactory for your purposes and any legal requirements. We cannot accept any responsibility to you if the Documents and/or Services and/or Probate Services you purchased from us are not legally correct for your situation.
- 4.9 We do not assess suitability or accuracy.** We do not review the data you provide to create or generate a Document for the purpose of checking for legal accuracy, correctness, suitability or completeness other than where you have specifically requested and paid for this service from Us. We cannot accept responsibility for the appropriateness of the Document or that it will be suitable for your particular situation where you have generated and produced a Document online or by telephone.

## **5. Your rights to make changes**

If you wish to make any changes please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price (where applicable), the timing of supply or anything else which would be necessary as a result

of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **6. Our rights to make changes**

### **6.1 Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

### **6.2 Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

## **7. Providing the products**

### **7.1 When we will provide the products.** During the order process we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

- (a) **If the products are one-off services.** We will begin the services on the date we accept your order or on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.
- (b) **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 10.

### **7.2 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

### **7.3 When you own goods.** You own a product once we have received payment in full.

### **7.4 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, such as information to complete a Will or Trust on your behalf. We will contact you in writing

and/or by phone to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.5 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 5).

**7.6 We may suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.6) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.8). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.7).

## **8. Your rights to end the contract**

**8.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For many products bought online you have a legal right to change your mind within 14 days and receive a refund. This is known as the cooling off period. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.2 Many of our products are tailored to your personal requirements.** Where you purchase a product which is tailored to your specific and personal requirements however, you are not entitled to cancel the order or return the products to us under the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013. It is therefore important to check whether the 14 day cooling off period applies to the product you intend to purchase or not.

**8.3 How long do I have to change my mind if this is applicable?** How long you have depends on what you have ordered and how it is delivered

**(a) Have you bought services** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

**(b) Have you bought digital content for download or streaming** if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

**8.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

**(a)** products which are specifically tailored to your personal requirements;

**(b)** digital products after you have started to download or stream these;

**(c)** services, once these have been completed, even if the cancellation period is still running.

**8.5 You always have some rights.** You do however have rights where you receive a file which is corrupted, you receive a file which cannot be opened or where you receive a physical document which is damaged upon receipt. In these circumstances:

**(a)** We will replace all faulty or damaged documents asap, but in any event within 14 days of receipt or notification my you,

**(b)** All delivery costs of replacing damaged physical documents will be covered by JP Estate Planning Ltd.

## **9. How to end a contract with us for the provision of ongoing services**

**9.1 Tell us you want to end a contract for ongoing services.** To end a contract for ongoing services with us, please let us know by doing one of the following:

**(a) Email.** Please email us at [hello@jpestateplanning.co.uk](mailto:hello@jpestateplanning.co.uk). Please provide your name, any customer reference numbers, home address, details of the order you wish to cancel, where available, your phone number and email address.

**(b) By post.** Please write to us at JP Estate Planning Ltd, PO BOX 6438, Milton Keynes, MK10 1LY to advise that you wish to cancel any on going services provided by us.

**9.2 Please Notice period.** Please note that we require at least 30 days notice to cancel any ongoing services.

**9.2 You cannot cancel the contract for one off services.** The products we provide are specifically tailored to your personal need and requirements. Because of this you are not permitted to cancel the order or return the products.

## **10. Our rights to end the contract**

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products.

## **11. If there is a problem with the product**

**11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can email our customer service team at [complaints@jpestateplanning.co.uk](mailto:complaints@jpestateplanning.co.uk) or write to us at JP Estate Planning Ltd, PO Box 6438, Milton Keynes, MK10 1LY

**11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

- a) The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:
- b) If your digital content is faulty, you're entitled to a repair or a replacement.
- c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

## 12. Price and payment

- 12.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on our website or as set out in our literature. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.
- 12.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 Your order.** By ordering the Documents and/or Services from US, you make an offer to buy the Documents and Services for the price given by us. There is no binding contract between you and us when the order is made
- 12.4 Confirmation of Order.** We accept your order for Documents and/or Services when we contact you to tell you the Documents have been dispatched, at which point a contract will come into existence between you and us. This is our Confirmation of Acceptance of your order and forms a binding contract between you and us in accordance with these terms and conditions. The binding contract will only be for the Documents and Services that are included in the Confirmation of Acceptance.
- 12.5 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 12.6 When you must pay and how you must pay.** When you must pay depends on what product you are buying:
- (a) For **digital content**, you must pay for the products before you download them.
  - (b) For **services**, you must pay at the start of each term, for example if you are subscribing to annual updates you must pay at the start of each year. You must pay each invoice upfront to allow us to continue to providing the services to you.
- 12.7 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue

amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**12.8 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

**12.9 If you decide not to sign the document.** If you decide not to sign the document provided by us, you will still be charged for our services where applicable.

### **13. Our responsibility for loss or damage suffered by you**

**13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**13.2 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 fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care.

**13.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**13.4** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation.

### **14. How we may use your personal information**

**14.1 How we may use your personal information.** We will only use your personal information to supply the products to you, including processing any payment for these products. Please see our Privacy Policy on our website for further information.

14.2 In providing your personal information to us, you authorise us to use, store and otherwise process your personal information as required in order to provide the documents to you.

14.3 You are entitled to request a copy of the personal information we hold on you. Please submit a request in writing either by email or to our postal address should you require this.

## 15. Other important terms

**15.1 Intellectual property.** We retain intellectual property rights in relation to all documents drafted and produced by Us, including copyrights, trademarks and other proprietary rights. You are not permitted to modify, copy, reproduce, post, upload, transmit, distribute or sell on any documents produced by Us without our prior written consent. For the avoidance of doubt we do not retain any intellectual property rights in your personal data provided to Us.

**15.2 Subcontract.** We may subcontract any part of parts of our Services. These will be fully explained to you if not set out in our Privacy Policy.

**15.3 Free download guides.** Please note that we accept no liability and offer no warranty whatsoever for Documents which are made available to you to download from the Website free of charge.

### 15.4 Liability.

i) We disclaim any and all liability to you for the supply of the Documents and our Services and our Probate Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Document or Service.

ii) In no event shall we be liable to you for any loss of profits, loss of data or any indirect, special, or consequential loss.

iii) The limitation of liability set out above does not apply to personal injury or death arising as a direct result of our negligence or any other liability which cannot be excluded or limited under applicable law.

**15.5 Probate Services.** The terms and conditions on which we provide Probate services will be provided to you when you instruct us in this regard, including instructions to obtain a grant of probate on your behalf. Our terms of service detail our fees, the nature of the service we provide to you, any agreements we have with third parties.

- 15.6 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 15.7 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.8 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.9 Stepping down from probate or trustee services.** Where we are instructed to act, we will step down at the request and agreement of ALL current primary beneficiaries. .
- 15.10 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.11 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.12 Future changes to the law.** Future changes to the law may mean that your Document becomes out of date or obsolete and we cannot guarantee that the Document you produce will remain up to date, complete and accurate. It is not our responsibility to notify you of changes in the law or the impact of these changes on your Document and we shall bear no liability for this. The responsibility for future reviews of the terms of your Document rests with you.
- 15.13 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**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. You may use this form if you want to, but you do not have to.**



**Complete, detach and send this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT**

To: JP Estate Planning Ltd, PO BOX 6438, Milton Keynes, MK10 1LY

OR

Email: [hello@jpestateplanning.co.uk](mailto:hello@jpestateplanning.co.uk)

I hereby give notice that I wish to cancel my reference number .....

Signed:.....

Print Name:.....

Date: .....

Address: .....

Postcode:.....