

**TERMS OF BUSINESS FOR CANCER RESEARCH UK'S FREE WILL SERVICE THROUGH WILLS BY BRODIES**

**1 Who we are**

Brodies LLP is authorised to act as solicitors by The Law Society of Scotland and authorised and regulated by the Solicitors Regulation Authority (650996). We are a limited liability partnership registered in Scotland (incorporation no: SO300334). Our registered office is at Capital Square, 58 Morrison Street, Edinburgh, EH3 8BP.

The registered VAT number of Brodies LLP is GB 997 3098 56.

Our lawyers are subject to the rules of the regulatory body with whom they are registered. Further information on our lawyers and their country of qualification can be found via <https://brodies.com/regulatory-information-and-complaints>.

**2 What we will do**

**2.1 What do you get?**

- A professionally drafted will
  - and/or
- A professionally drafted power of attorney ('POA') with continuing and/or welfare powers
  - and/or
- A professionally drafted living will (also known as an advance directive)
- Bespoke legal advice and guidance from a qualified legal professional. This includes:
  - One telephone call up to 30 minutes duration to confirm instructions;
  - One signing meeting up to 15 minutes duration (in person or virtually).
- For joint applications, **both applicants must be present** for the same call and signing meeting.
- Safe storage of your will and POA once signed
- Our wills, living wills and POAs are available in English only

**2.2 What advice will we give you?**

- We will advise you what legal rights are, if they will apply in your particular circumstances and how that will impact your wishes. We will also provide you with a standard guidance note if legal rights apply to you.
- We will advise you, based on the information you have provided in the online questionnaire, whether your estate is likely to be subject to inheritance tax on your death and explain the basic inheritance allowances for the nil rate band, residence nil rate band, transferrable nil rate band and transferrable residence nil rate band. We will also provide you with a standard guidance note relating to inheritance tax.
- If your estate is likely to be subject to inheritance tax, we will advise you of the approximate liability based on the current inheritance tax rules.
- We will advise you, based on the information you have provided in the online questionnaire, if, in addition to or instead of the basic Wills by Brodies service, inheritance tax planning may be appropriate for your circumstances or in relation to any pension or death in service benefits you may have, or any inheritance that you have received in the last two years.
- If you wish to proceed with any legal rights or inheritance tax planning measures highlighted during discussion with us, this will be considered a separate service from the Wills by Brodies service. We will prepare your will in accordance with the Wills by Brodies service as set out above, then you will be directed to a different service line and separate terms and conditions will be issued and separate fees will be agreed with you for any additional work you require.

### 2.3 How we deliver the services to you

**All meetings will be by video conferencing facilities and any reference to a "meeting" or "meet" in these terms and conditions refers to meetings via video conferencing facilities.**

- You need to provide accurate and complete information to us when completing the online form.
- We will use the information provided by you in the online form and during the follow-up telephone interview, to draft a will/POA/living will in line with your instructions.
- If you request additional telephone calls or emails from us or if your initial telephone call is over 30 minutes, additional charges will be incurred as set out at 4.1.
- We will send you a draft of each will/POA/living will for approval. You should check the terms of each document and let us know if you want to make any changes.
- We expect you to respond to us within a week with your requested changes or your approval. We may send you reminders about this.
- If we have sent 4 email reminders and have not heard from you, no more will be sent. No refund will be available if there is no response and documents are not signed. We will only refund any unused registration fees and registration dues for POA if applicable.
- We may charge additional fees at our hourly rate in 4.1 if:
  - You significantly delay in responding to us; or

- You require significant changes or a re-draft of any documents.
- After receipt of your draft documents which reflect your original instructions, should you decide to change your instructions significantly, additional fees will be charged for any additional work undertaken. This includes the following:
  - Adding in additional legacies;
  - Adding extra provisions to ensure your estate is distributed in the event your preferred beneficiary cannot inherit from you (ultimate failure clause);
  - Changes to who you are leaving your estate to (residue); and
  - Significant changes to your overall document.
- We retain the discretion as to what is considered a significant change and as to what incurs additional fees.
- We will advise you when your documents are ready for signing and you will meet with one of our solicitors to sign your documents and confirm your instructions to us.
- We do not issue documents for signing by you prior to that meeting – these will either be produced at the meeting or sent to you (by email or post) in advance of the meeting.
- Your principal documents once signed by you will be stored by us in our safe. There is no additional charge for this storage service. You are responsible for delivering safely to us your documents at the address we give you.
- Any document drafted will be governed by Scots law.
- Tax advice except the inheritance tax advice stated above will not be provided as part of this service.

#### 2.4 **When this service is unsuitable for you**

Cancer Research UK's Free Will Service through Wills by Brodies is not suitable if:

- you are under 18 (or, for POAs only, under 16); or
- you live outside of Scotland; or
- your estate exceeds the inheritance tax threshold and you require succession planning advice to mitigate the impact of inheritance tax on your family before providing instructions for your will; or
- you own business or agricultural property and require succession planning advice to mitigate the impact of inheritance tax on your family before providing instructions for your will; or
- you own property abroad and require specific advice as to how this should be dealt with.

If we subsequently discover during our telephone call with you that our online wills service is not suitable for your needs because your affairs are more complicated than the information you gave to us revealed, or you wish succession planning advice before making your will, we can terminate our contract with you and refund

you any fee paid. The reason for that is the type of service you need will be a more comprehensive one. We will, of course, discuss what you might require and agree a price with you for delivery of the different service. If you have any concerns or would like more information, please contact us on 0330 094 5471.

If we have advised you that a more comprehensive service would be more suitable for your needs, you can still use our online wills service if, notwithstanding that advice, you want to put in place a will and POA in the terms you advised in the questionnaire and do not want any additional succession planning advice. If you would like further advice in the future, we will discuss the service you might require and agree a price for the delivery of that service.

## 2.5 How long will it take?

Our Wills by Brodies online service will normally take four to six weeks to complete. This depends on you responding to us quickly. The contract period will come to an end once you have signed your will/POA/living will and it is in our storage safe. This service is not appropriate for wills required urgently. Please call us on 0330 094 5471 if urgent wills are required.

## 2.6 What we do not do

Under the Wills by Brodies online service we will not:

- provide tax advice (including in relation to inheritance tax) beyond advising you, based on the information you have provided in the online questionnaire, whether your estate is likely to be subject to inheritance tax on your death and explaining the basic inheritance allowances for the nil rate band, residence nil rate band, transferrable nil rate band and transferrable residence nil rate band and advising you of the approximate liability based on the current inheritance tax rules;
- provide any advice in relation to inheritance tax exemptions such as business or agricultural property relief or the availability of them in your circumstances;
- provide any advice in relation to foreign property or succession planning in a different jurisdiction. It is your responsibility to take legal advice from that jurisdiction;
- provide any advice relating to jointly owned property/land other than that owned with your spouse or civil partner;
- provide any advice relating to business assets or partnership assets;
- provide any ongoing advice or future changes to your documents;
- provide any form of ongoing review, or notify you of, or make or recommend changes to your document in light of future changes to the law or taxation that may affect it. Where the document created is a will, we recommend that you have it reviewed regularly to ensure that it still meets your requirements;
- provide advice on how you might defeat any legal rights claims your spouse, children, grandchildren or remoter descendants may have on your estate;
- provide succession advice in relation to your pensions and/or death benefits as these will not be governed by your will.

In most of these cases we can offer to provide you with a different service which will be more suitable to you.

### 3 What you are required to do

- 3.1 The information requested from you in the online form is required for the purpose of preparing your will, POA and living will and to ensure that your document(s) reflect your wishes. It is important that you ensure that all information you provide is accurate and complete. If any of the information is not accurate and/or complete it may affect the validity of your documents and the distribution of your estate (who gets what) under your will may not be correct.
- 3.2 You will need to respond to any additional request for information to enable us to prepare your draft documents.
- 3.3 You will need to provide us with suitable identification. We require scanned copies of your documents at the outset, which will be verified at the signing meeting.
- In advance of the meeting, we will require one form of photographic ID (e.g. passport or driving licence) and proof of address.
- 3.4 You need to attend the telephone appointment at an agreed time.
- If you have made a joint application, **BOTH** applicants must be present for the telephone appointment. This can be arranged via Microsoft Teams if required to accommodate this.
- 3.5 You need to check your draft documents and confirm they are in order.
- 3.6 You need to meet with a solicitor at the agreed time to sign your documents. This will either be a Brodies solicitor or another solicitor registered with the Law Society of Scotland that we have advised to meet with you instead, based on where you live and how far that is from one of our offices.
- 3.7 You are responsible for delivering safely to us your documents at the address we give you.

### 4 Prices

- 4.1 Cancer Research UK only pays for supporters to write a single will (simple). If the costs of writing your will exceed this, or you use additional services available through Wills by Brodies, you are responsible for paying the additional amount. When you place your order, the amount (if any) that you will be charged will be based on the answers you have provided in the online questionnaire. We are entitled to assume that all your answers are accurate and complete.
- 4.2 The prices for our online service Wills by Brodies (through which we are delivering Cancer Research UK's Free Will Service) are as follows:

Service	Price
Single will (simple)	<b>£0 – cost met through Cancer Research UK's Free Will Service</b>
Mirror wills (simple)	<b>£0 – paid for by Cancer Research UK's Free Will Service</b>
Single will (trust)	<b>£180</b>

<b>Service</b>	<b>Price</b>
Mirror will (trust)	<b>£ 240</b>
5-9 legacies (cash and/or specific items) additional charge for single will (simple and trust wills)	<b>£30</b>
5-9 legacies (cash and/or specific items) additional charge for mirror wills (simple and trust wills)	<b>£60</b>
10-14 legacies (cash and/or specific items) additional charge for single will (simple and trust wills)	<b>£60</b>
10-14 legacies (cash and/or specific items) additional charge for mirror wills (simple and trust wills)	<b>£120</b>
15-19 legacies (cash and/or specific items) additional charge for single will (simple and trust wills)	<b>£90</b>
15-19 or more legacies (cash and/or specific items) additional charge for mirror wills (simple and trust wills)	<b>£180</b>
20 or more legacies (cash and/or specific items) additional charge for single will (simple and trust wills)	<b>£120</b>
20 or more legacies (cash and/or specific items) additional charge for mirror wills (simple and trust wills)	<b>£240</b>
Single continuing power of attorney	<b>£210</b>
Single welfare power of attorney	<b>£210</b>
Single combined power of attorney	<b>£270</b>
Mirror continuing power of attorney	<b>£270</b>
Mirror welfare power of attorney	<b>£270</b>
Mirror combined power of attorney	<b>£390</b>
Single living will	<b>£120</b>
Mirror living wills	<b>£180</b>
Power of attorney registration preparation (up to 4 documents) – a fee to Brodies for preparation	<b>£120</b>
Registration dues per power of attorney – a fee payable to the Office of the Public Guardian	<b>£83</b>
Hourly rate for additional work carried out as set out above	<b>£255</b>

4.3 The prices include VAT at the rate of 20%.

- 4.4 Any sums you have to pay to third parties such as registration dues to the Office of the Public Guardian are set out in this pricing menu.
- 4.5 For single instructions (instructions by one person), if you ask us to prepare any two documents out of wills, living wills and POAs at the same time, you will receive a 15% discount on our fees. If you ask us to prepare wills, living wills and POAs at the same time, you will receive a 20% discount on our fees. This discount does not apply to the additional charges for legacies. This discount does not apply to registration dues for powers of attorney as these are payable to a government agency.
- 4.6 For mirror instructions (instructions by two people at the same time), if you both ask us to prepare any two documents out of wills, living wills and POAs at the same time, you will receive a 15% discount on our fees. If you ask us to prepare wills, living wills and POAs at the same time, you will receive a 20% discount on our fees. This discount does not apply to registration dues as these are payable to a government agency.
- 4.7 If you do not keep your agreed appointment to see a solicitor to sign your documents we will not be due to refund any of the payment you have made to us. We may send you reminders from time to time about missed appointments or outstanding instructions but we may stop doing so and you will not be entitled to any refund of any payment you have made to us if you do not proceed. We will only refund any unused registration fees and registration dues for POA if applicable.
- 4.8 From time to time we may apply promotional rates at our discretion.

## 5 Payment

- 5.1 You are required to pay all fees and costs before we provide our service.
- 5.2 We only accept online payments made by cards.
- 5.3 Using our secure payment system, your payment will be processed and you will be issued with a payment confirmation receipt email.
- 5.4 Any payment made using the online payment facility normally takes a minimum of two (2) working days to reach our account.
- 5.5 Payments made using the online payment facility can only be accepted by us with authorisation from the cardholder. By making a payment using the online payment facility, you confirm that you are either the cardholder, or you otherwise have the cardholder's permission to make the payment.
- 5.6 We accept Visa Credit, Visa Debit, Visa CPC, MasterCard, MasterCard Debit, MasterCard One Card and Electron, Maestro and JCB. We do not accept Amex.
- 5.7 When using our online payment facility, you will be redirected to a site powered by Worldpay who will process your payment card details and take payment. For more information on Worldpay please visit <http://www.worldpay.com/>
- 5.8 Any personal information which is entered in the online payment facility will be used in accordance with our **privacy notice**. In order for Worldpay to process your payment, we will need to share with Worldpay certain information that you provide to us.
- 5.9 Your payment card details are handled exclusively by Worldpay and are not stored within our system.

5.10 For more information on how Worldpay will process your card details, please view its privacy policy as the terms of **Worldpay's privacy policy** will apply.

5.11 Where you believe that you have erroneously made a payment or overpaid any amount due, please contact us immediately by email at [WillsbyBrodies@brodies.com](mailto:WillsbyBrodies@brodies.com).

## **6 Sharing of information including personal data**

6.1 You are using Cancer Research UK's Free Will Service through our online service, Wills by Brodies. We will share with Cancer Research UK information about you and your will as set out in our [Privacy Notice](#). Under our professional practice rules, we are not allowed to share information relating to you or the work you have instructed us to do unless we have your permission. By placing an order with us to use Cancer Research UK's Free Will Service delivered through Wills by Brodies, and for the purposes of our obligations under professional practice rules, you agree to information being shared as set out in that Privacy Notice.

6.2 Our [Privacy Notice](#) also explains how we collect and process personal information that we obtain in the course of acting for you and our respective obligations for complying with data protection law.

## **7 Supervision of work**

Angela McCulloch will be your contact partner and will be responsible for the overall supervision of your business. She is also the person who you should contact if you have any issues or concerns about the manner in which your business is being conducted by Brodies. The day-to-day work will be carried out by a person with the appropriate level of qualification and experience who may be a partner, managing associate, senior associate, associate, senior solicitor, solicitor, trainee solicitor, senior paralegal or paralegal. The name of the person carrying out the day to day work will be confirmed to you by email.

## **8 Cancellation rights**

8.1 Our contract with you will begin when we have notified you by email that we are able to accept your order for the Wills by Brodies service. You have the right to cancel this contract with us without giving any reason. The cancellation period will expire at the end of 14 days after we confirm to you by email that we are able to accept your order for the Wills by Brodies service. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. an email). Alternatively, you may use the model cancellation form which is attached at Schedule 1. If you wish to exercise the right to cancel, please send your email to [WillsbyBrodies@brodies.com](mailto:WillsbyBrodies@brodies.com).

8.2 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### *8.3 Effects of cancellation*

If you exercise your right to cancel, we will reimburse to you all payments received from you for this service.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract.

We will make the reimbursement using the same means of payment as you used to make the payment to us, unless we have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.



If you requested us to begin the performance of services during the cancellation period (see below), you are liable to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

#### 8.4 *If you want Brodies to perform services during the cancellation period*

We cannot start to provide services to you during the cancellation period unless you expressly request us to do so.

If you ask us to supply services during the cancellation period:

- you will lose your right to cancel your contract with us if, having made the request, the services are fully performed during the cancellation period; and
- if you exercise your right to cancel during the cancellation period, and the services have been partly performed, you will have to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

## 9 **How we communicate with you**

We are entitled to communicate with you by email and/or telephone and/or video conferencing. You are responsible for checking your email account for communications from us. We will not telephone you to let you know we have emailed you. You will meet with one of our solicitors to sign your principal documents.

Please also read clause 15 in conjunction with this clause as it provides information about confidentiality when communicating with you by internet or cloud-based messaging services.

## 10 **Exclusion of liability**

### 10.1 **Subsequent registration of your POA**

We will not accept responsibility for any failure to register your power of attorney with the Office of the Public Guardian (Scotland) in the future where you have instructed us not to do so as part of the Wills by Brodies online service.

### 10.2 **Subsequent changes to wills or POAs**

Changes in inheritance tax legislation or other legislation affecting your estate on death may also affect the tax efficiency of your will. We are under no obligation to contact you if there are any changes to the UK inheritance tax legislation or other legislation. We will not be liable to you for any losses, damages or costs (howsoever they arise) as a result of not contacting you in these circumstances.

## 11 **Limit on liability**

The maximum amount of our liability to you under this contract is limited to £2 million per claim or series of related claims. This limit applies to direct loss or damage suffered by you but not from loss or damage directly caused by our deliberate and wilful default.

We will not be liable to you for any indirect or consequential loss (including loss of profits, opportunity or anticipated savings), irrespective of how such indirect or consequential loss was caused (except where it was

directly caused by our deliberate and wilful default) and irrespective of whether we were advised at any time of the possibility of such loss arising.

Claims shall be brought only against the firm of Brodies LLP and no liability shall rest with any member, employee or agent of Brodies LLP.

## **12 Wills storage facility**

We will store your principal will and/or living will and/or POA safely and will provide you with a copy for your records. Your principal document will be made available to you on request. We are entitled to make a reasonable charge for sending your principal documents and any copies to you.

## **13 Recording of calls**

We record calls for the following purposes:

- quality control - so we can conduct file reviews, monitor our performance, and check that our processes are being properly followed
- file record purposes - to ensure we have a complete record of the instructions you have given and what we have discussed with you.

## **14 When we cannot act for you**

### **14.1 Connections**

If you are connected with a partner or an employee of Brodies LLP, there may be certain circumstances where we cannot act for you. This is when you want to benefit an individual connected to Brodies LLP to a greater extent than another individual who is the same degree of relation to you. For example, if you are a parent of an employee of Brodies LLP and you want to leave a greater share of your estate to that employee than to your other children, we may not be able to act for you. If that is the case, we can terminate our contract with you and refund you any fee paid. The reason for that is the professional practice rules issued by the Law Society of Scotland prohibit us from acting in those circumstances.

### **14.2 Capacity and influence**

If we cannot confirm that you have the necessary legal capacity and/or are acting free from influence to make a will and/or living will and/or POA during our telephone appointment with you, we can terminate our contract with you and refund you any fee paid. The reason for that is the type of service you need will be a more comprehensive one. We will, of course, discuss what you might require and agree a price with you for delivery of the different service. If you have any concerns or would like more information, please contact us on 0330 094 5471.

### **14.3 Conflict of interest**

If a conflict arises between you and another client(s) in the course of dealing with you or their affairs, professional rules prevent us from continuing to act for all of you. In these circumstances we will advise you of the conflict and we may be obliged to cease acting for some or all of you. In some circumstances we can continue to act for one only of the clients concerned.

If a conflict is identified before we provide any services under this contract, we can terminate our contract and will refund any fee paid. If services have been provided under our contract, a proportionate refund may be paid, depending on the extent of the services provided under our contract.

## **15 Confidentiality**

We will keep all information which you give to us confidential, unless you waive such confidentiality or we are required by law to divulge it. For example, (a) the Proceeds of Crime Act and other related statutes require us to report to the relevant authorities any unlawful activities of clients; (b) we may have to disclose information (including personal information) to third parties under legal requirements to provide information about persons with significant control over certain legal entities. These requirements supersede our standard duty of confidentiality on all clients' business.

If you instruct us to (a) transmit or store any of your information via or on a file sharing service or site (including cloud computing); or (b) communicate with you using an internet or cloud-based messaging service (e.g. video calling or text messaging by Zoom or WhatsApp), we will not be responsible for its security or maintaining confidentiality. There are a number of risks which currently exist with file sharing these types of services and sites such as: they do not guarantee confidentiality, we have no control over any changes they may make to their software, we have no control over the service provided or their security and access policies. If you wish us to communicate with you, or transmit or store information, using such services or sites, you therefore accept the risks that exist with such types of service and sites of so doing. Brodies makes some carefully selected services of this type available for colleagues to use for clients. We encourage clients to use these services, where available, to enable client data to be held securely in, and transmitted securely to and from, our system.

## **16 Client funds**

We do not accept client funds as part of the Wills by Brodies service. We will accept payment of third party costs payable under the service such as registration dues

## **17 Incidental financial business**

We are licensed by the Law Society of Scotland to carry on incidental financial business activities under the Society's Practice Rule C2: Incidental Financial Business. These activities are limited in scope. We are not authorised by the Financial Conduct Authority or Prudential Regulation Authority under the Financial Services and Markets Act 2000. Any commission we receive from a third party in respect of the incidental financial business will be offset against our fees. Where product-specific investment advice is required this will generally be obtained from a professional adviser (such as a stockbroker) authorised to give such advice by the Financial Conduct Authority or Prudential Regulation Authority under the Financial Services and Markets Act 2000.

## **18 Client verification and assessment**

The Money Laundering Regulations require us to seek information as to the identity of our clients and in relation to the business they conduct and funds passing through our hands. In order to comply with these Regulations, we may use a third party service provider to verify the identity of potential clients using publicly available information. You consent to this. We may also need to ask you for specific information in relation to these matters. If you do not or cannot supply that information we are entitled to refuse to act or will be compelled to withdraw from acting.

## 19 Resolving problems

If you are unhappy about the quality of service provided or the amount of our fees, you should contact (in writing where possible) Angela McCulloch (Partner), or, at your choice, our Client Relations Partner, Mr Ken MacDonald, who will ensure that any such complaint is fully investigated. To assist us in investigating your complaint please provide full details of your complaint including, where possible, the person(s) complained about, the nature of your complaint and any documents which you consider relevant to your complaint. We will acknowledge receipt of your complaint within 2 working days and will provide you with a substantive response within 28 days of receipt of your complaint. If we are unable to respond within 28 days of receipt of your complaint we will advise you of this as soon as possible and explain why it has not been possible to respond within that timescale. If you are still dissatisfied, you may be entitled to refer the complaint to a relevant regulator. You can ask us which regulator you should complain to but, in general, if your complaint:

- is about a Scottish matter, or the behaviour or conduct of a solicitor registered in Scotland, you may complain to the Scottish Legal Complaints Commission (SLCC). You can contact the SLCC in writing at Scottish Legal Complaints Commission, 14 Waterloo Place, Edinburgh EH1 3EG; by telephone on 0131 201 2130; or by email at [enquiries@scottishlegalcomplaints.org.uk](mailto:enquiries@scottishlegalcomplaints.org.uk). See [www.scottishlegalcomplaints.org.uk](http://www.scottishlegalcomplaints.org.uk) for more information. The Scottish Legal Complaints Commission operates strict time limits for accepting complaints which, broadly speaking, require complaints to be made within three years of the service ending or the conduct occurring. The SLCC will disregard any time it considers that the complainer was excusably unaware of their concerns. Further details can be obtained by contacting the SLCC.
- is about an English or Welsh matter (including work involving an English court), or a lawyer registered in England and Wales, you may be entitled to complain to the Legal Ombudsman. You can contact the Legal Ombudsman in writing at Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ; by telephone on 0300 555 0333; or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). See [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) for more information, including details about eligibility to complain. The Legal Ombudsman operates time limits for accepting complaints. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. Further details can be obtained by contacting the Legal Ombudsman.
- is about the behaviour or conduct of this firm or a solicitor regulated by the Solicitors Regulation Authority in England, you may complain to that body. See [www.sra.org.uk/consumers/problems.page](http://www.sra.org.uk/consumers/problems.page) for more information.

We have a written complaints process. You can request a copy of this from Mr Ken MacDonald – [ken.macdonald@brodies.com](mailto:ken.macdonald@brodies.com)

We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process, and if you have any concerns about the services you receive from us you should contact our Client Relations Partner, Mr. Ken MacDonald, as outlined above.

The Standards of Conduct Practice Rules for solicitors issued by the Law Society of Scotland can be accessed via [www.lawscot.org.uk](http://www.lawscot.org.uk). The Solicitors Regulation Authority's Standards and Regulations can be accessed at <https://www.sra.org.uk/solicitors/standards-regulations/>.

## **20 Professional insurance**

Professional indemnity insurance is provided under the Law Society of Scotland's compulsory Master Policy for Professional Insurance. The cover is provided by a panel of insurers, the lead insurer being RSA Group. For these purposes the lead insurer's address is RSA Group, Professional & Financial Risks, Alexander Bain House, 15 York Street, Glasgow G2 8LA. Coverage is worldwide. The current level of cover under the Master Policy is £2m per claim. We are also covered by the Solicitors' Guarantee Fund of the Law Society of Scotland which is a fund established by section 43 of the Solicitors (Scotland) Act 1980 for the purpose of making grants in order to compensate persons who, in the opinion of the Council of the Law Society of Scotland have suffered pecuniary loss by reason of dishonesty on the part of a Scottish solicitor in connection with the practice of the solicitor.

## **21 Records**

When your documents have been completed and signed, your principal will and/or living will and/or POA will be stored by us in our safe storage facilities until either (1) your death, or (2) you request us to send your principal documents to you, or another solicitor in implementation of a mandate.

In addition to this, a copy of the correspondence file will be retained. This may be in electronic format, on a disc or other medium of our choice. Unless we agree with you in writing not to, we may destroy papers, correspondence and other records (held in whichever media) which we have held for more than 10 years after the contract period comes to an end. You must notify us in writing that you do not want your records and documents destroyed in advance of the ending of that ten year period and if you do we will be entitled to send you what we hold without retaining copies. We are entitled to make a reasonable charge for providing you with any copy documentation.

## **Brodies LLP April 2023**

**SCHEDULE 1****Model cancellation form**

To Brodies LLP  
110 Queen Street  
Glasgow  
G1 3BX  
Fax: +44 (0)141 221 9270

Email: [WillsbyBrodies@brodies.com](mailto:WillsbyBrodies@brodies.com)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the Wills by Brodies service.

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date:

[\*] *Delete as appropriate*