



# Farewill telephone wills: our terms and conditions

**Version number:** 2.0

**Version date:** 1 August 2023

Please read these terms carefully before buying our service, to make sure we're the right choice for you. If you're unsure or have any questions about our service, please contact us.

Your document (as defined in the section *The words we use in these terms*) is for your personal use only and cannot be bought for any third party or for resale. If you buy a document for a third party or resell it, or use the document as a template to make a revised version of the document we won't be liable for that document.

## These terms and your document

We're Farewill Ltd., registered in England and Wales at 1st Floor, 27 Downham Road, N1 5AA, UK, under company number 09701947. These legal terms are between you and Farewill Ltd., and the laws of England and Wales apply.

If we cannot resolve a dispute using our complaints procedure, or by mediation, then the courts of England and Wales will settle it, and English and Welsh law will apply to the interpretation of these terms and any dispute arising out of or on the basis of these terms..

We may change our terms and service, or stop providing our service, to reflect changes in law or regulation, or to make minor adjustments or improvements. If we do, we'll let you know using the contact information you give us. And if you spot something that does not look right, please get in touch.

Where you've not been able to progress using our online will service, these terms now override the online wills service terms.

## How to contact us

If you need to talk to us about anything to do with your document, including changing your details, please contact us.

**Email us** at [phonewills@farewill.com](mailto:phonewills@farewill.com)

**Phone us** on 020 4538 7298

**Send a letter** to 1st Floor, 27 Downham Road, N1 5AA, UK

## How we'll contact you

We'll contact you in English using email, phone or post to your home address. If any of your details change, please let us know as soon as possible.

If you need large font documents, please contact us for additional support.

All our emails are from individuals or the team they're in, followed by the domain @farewill.com. But please be wary of any spam emails claiming to be from us, and if you're not sure, contact us using the details above.

## The words we use in these terms

When we say "**document**", we mean a document that we prepare based upon your instructions, which is capable for use as a will.

When we say "**will**", we mean a document which you have signed in accordance with the signing instructions provided.

When we say "**Regulations**" we mean the Consumer Protection (Distance Selling) Regulations 2000 and the Provision of Services Regulations 2009.

We'll use the words "**we**", "**us**" and "**our**" to refer to Farewill Limited.

When we say "**you**", "**your**", "**I**" and "**my**", we mean the person that has bought the service.

## Who can buy a telephone will

You need to:

- Be 18 or over
- Be able to read the documents we send you without assistance
- Require a document, capable for use as a will in either England (including Isles of Scilly and Isle of Wight), Wales, Scotland or Northern Ireland

- Be a permanent resident in the United Kingdom

You can't have agricultural property, require advice on any assets you have outside of the United Kingdom, have complicated circumstances or require specialised tax advice (including in relation to inheritance tax).

Paying for your document means that you agree to these terms and [our privacy policy](#). We accept your order when you pay and at this point a contract is formed between you and us. Unless we both agree otherwise, our contract will terminate automatically once we've provided the service to you. Our service is provided to you when (i) you have approved the draft document and (ii) we have emailed or posted a final copy of the document to you for signature.

## What's included

- Telephone conversation with a telephone wills specialist
- Written guides to help you understand domicile, undue influence, testamentary and/or mental capacity and inheritance tax, so you can decide if we're the right service for you to write your document
- Guidance and support from our telephone wills specialist to help you decide if we're the right service for you to write your document
- Guidance and support from our telephone wills specialist to help you to write your document
- A document in English based on the instructions you give to our wills specialist for use as a will in either England (including Isles of Scilly and Isle of Wight), Wales, Scotland or Northern Ireland
- A document capable for use as a will emailed or posted to you with signing instructions and the guidance discussed during the telephone appointment (for example the inheritance tax guide)

Our service includes one fact find call. After the fact find call is completed, we will send you a summary of the call with any applicable guidance and next step actions. We aim to send a draft document to you within 10 business days after the fact find call is completed. Sometimes we may need to have further calls with you or you may request changes or amendments to the document. During times of high demand for our service, it may take longer and we will not be liable if we don't meet a specific deadline. Once we have all the necessary information to finalise your document, a draft document shall be sent to you for your

approval. Only once you have approved the draft, will a final copy of the document be sent to you by email or post for signature.

## What's not included in a telephone will

- A document capable for use as a will outside of England (including Isles of Scilly and Isle of Wight), Wales, Scotland or Northern Ireland
- Legal advice on writing your document. We are not a law firm and are not registered or regulated by the Solicitors Regulation Authority. There is no lawyer-client relationship between us and although some of our team are qualified solicitors and as such are regulated, they are in non customer facing positions where their role is limited to the management and training of the wills team
- An assessment or certification by us that our service is right for you. After reading these terms and our guidance, you should satisfy yourself that our service meets your requirements and is satisfactory for your purposes and any legal requirements
- Verification, investigation, advice or checks by us
  - that the answers that you give our telephone will specialist are accurate and true (for example you don't tell us about an estranged family member)
  - that you will be treated as domiciled in one of England and Wales (including Isles of Scilly and Isle of Wight), Scotland or Northern Ireland at the time of your death
  - on your identity, those named in your document or those that sign it
  - on your testamentary and/or mental capacity or those that sign your document. Please seek written confirmation from a doctor if you believe that your mental capacity may be challenged
  - on whether you are or were subject to any undue influence when using our service or signing your document
  - on whether you knew, understood and approved the contents of your document
  - on how to mitigate the risk of any actual or potential third party beneficiary claims of whatever kind against your estate
- Specialised tax advice (including in relation to inheritance tax)
- Supervising or checking the signing process/execution of your document
- Storage of the signed will
- Any ongoing advice
- Future changes to your will (unless otherwise agreed between us)

## Your responsibilities in ordering and using our service

If you require any of the services detailed above in '*What's not included in a telephone will?*' or have complicated circumstances, our service is unlikely to be right for you and we recommend that you seek advice from a Solicitor and/or tax specialist. We're not liable or responsible if you proceed with our service where it is not fit for your own purposes.

You must provide us with accurate and true details about who you are and your estate. You agree not to mislead us or misrepresent who you are. If we ask for your telephone number(s), date of birth, a valid email address, valid residential address necessary to complete your document, you'll need to provide that to us.

During the course of providing our service to you, you must be able to communicate with us in private and you agree that you are the only individual providing instructions to us and those instructions are your own.

We provide guidance notes on areas which are important to think about when making a will (for example, an inheritance tax guide) and signing instructions to help you complete your document and sign it -. You should take time to read these carefully. If you have any questions regarding the content of the guidance notes, or require these in a large text format, please let us know.

It is your responsibility to follow the signing instructions available to you and ensure that your document is signed in compliance with the law. You should not make any written alterations to your will after it is signed. If your document is not signed properly, it is likely to be invalid and unenforceable as a will and written alterations may not be effective. We won't have any liability to you if you don't sign your document, sign it incorrectly, make written alterations or fail to follow the guidance notes.

Future changes to your circumstances, the law, taxation or regulation may mean that your will could become 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, taxation or regulation, or the impact of these changes on your will. You are responsible for

future reviews of the terms of your will to ensure it is up to date, complete and accurate and we won't be liable for this.

## Couples and Partners

If you have a partner and would like to make a document with them, you can choose to have a joint appointment provided you are eligible to do so.

You'll be eligible if you're:

- Married to your partner
- In a civil partnership with your partner
- In a committed relationship with your partner and you're happy to discuss the details of your finances in front of your partner on a call, and you and your partner's instructions are broadly the same

You will not be eligible if you're:

- Separated from your partner
- Divorced from your partner
- Your civil partnership with your partner has been or is in the process of being dissolved
- In a familial relationship with your partner (for example a parent and child)
- In a platonic relationship with your partner (for example best friends)
- In a committed relationship with your partner but you're not happy to discuss details of your finances in front of your partner on a call, and/ or you and your partner's instructions are different from each other.

This will mean that you and your partner will both be on the same fact find call, but will each have the opportunity to write your own document, leaving your own individual wishes.

If at any time during the call you decide that you would prefer to have an individual appointment, just let us know.

Sometimes, we may need to speak to you individually (without your partner) if we consider this to be in your best interests. If that's the case, we'll let you know.

## Appointing Farewill Trustees

Where you appoint Farewill Trustees Limited in your document to act as an executor and trustee of your estate, The terms *Farewill Trustees Limited: our terms and conditions* will apply. You will find these terms within our online terms at [www.farewill.com/terms](http://www.farewill.com/terms) Please read these terms carefully.

## Data protection and privacy

Our registration number with the Information Commissioner's Office is ZA258663. We collect, store and use your personal information to provide and manage your service. For information on how we do this, see our privacy notice. You can find this online at [www.farewill.com/privacy](http://www.farewill.com/privacy). If you'd like a paper copy of our privacy notice, just let us know.

You may supply information about another person or other people to us when you make your document. You confirm that you have their permission to pass on their details, including any sensitive data to us and that they agree to us holding and processing their information and data. Data provided to us will be processed in accordance with [our privacy policy](#).

## Our liability

**AS A REMINDER, WE PROVIDE GUIDANCE NOT LEGAL ADVICE, WE ARE NOT A LAW FIRM AND WE ARE NOT REGISTERED OR REGULATED BY THE SOLICITORS REGULATION AUTHORITY. ALTHOUGH SOME OF OUR TEAM ARE REGULATED, THERE IS NO LAWYER-CLIENT RELATIONSHIP BETWEEN US AND YOU.**

Nobody apart from you (such as any beneficiary of a will) has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these terms and conditions. This does not include any other right or remedy that a third party may have under law.

We're liable or responsible for any foreseeable loss or damage we cause you if we fail to comply with these terms – by breaking this contract or not using reasonable care and skill. Foreseeable means it's obvious it'll happen or, if at the time we made the contract, we both knew it might happen.

We're not liable or responsible for any loss or damage that's not foreseeable, for any loss or damage (direct or indirect) caused by something beyond our reasonable control, or if something was unavoidable despite us using reasonable care and skill to avoid it. So you won't be able to claim against us if your losses resulted from circumstances that we couldn't or shouldn't have been expected to know about.

This includes:

- You gave us information which was inaccurate
- The document is not fit for your own purposes (for example outside of England (including Isles of Scilly and Isle of Wight), Wales, Scotland or Northern Ireland)
- You signed your document incorrectly
- You acted fraudulently
- You or a third party altered your document and/or will
- You did not make us aware of any known concerns in connection with your testamentary and/or mental capacity (for example a diagnosis of a medical condition)
- You used our service in breach of these terms (for example buying a document for a third party or for resale)
- Loss or corruption of data or information caused by any computer virus or technical defect transmitted through email transmission
- Any delays or failure in performance under these terms resulting from acts beyond our control, such as a flood, war, emergency, electricity failure and pandemic

We're not liable or responsible for verifying, investigating, advising on or checking:

- Your identity
- The identity of those named in your document or those that sign your document
- Your age
- Your testamentary and/or mental capacity or the capacity of those that witness your document
- That the answers that you give our telephone will specialist are accurate and true
- That you will be treated as domiciled in one of England and Wales (including Isles of Scilly and Isle of Wight), Scotland or Northern Ireland at the time of your death



- Whether you or any other person was subject to undue influence when using our services
- Whether you knew, understood and approved the contents of your document
- How to mitigate the risk of any actual or potential third party beneficiary claims of whatever kind against your estate
- Specialised tax advice (including in relation to inheritance tax)
- That the document you make will remain in line with changes to your circumstances, the law, regulation or taxation
- Future changes to the will (unless otherwise agreed between us)

We do not exclude or limit in any way our liability to you, where it would be unlawful to do so. This includes our liability for death or personal injury caused by our negligence, for fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

If we are held liable to you for any loss or damage arising from a breach of these terms and conditions and/or negligence, such liability shall in all cases be limited in aggregate to the payment of an amount not exceeding £30,000, including costs and expenses.

Nothing in these conditions shall affect your statutory rights as a consumer.

## **Price and payment of your telephone will**

The price you pay for your document is the price that is communicated to you when you make your order. You may use a voucher code, provided it is valid. You must make full payment for your document before the fact find call.

Subject to sections *How you can cancel*, and *How we can cancel*, we don't provide refunds if you decide not to sign your document.

The price you pay for your document includes the right to update your will for free for up to 30 days from when you receive the finalised document.

Where we offer free updates to the document, the period of time that you can request updates for free will be shown to you when you pay for the service.

## **Additional services**

From time to time, we may offer additional services (such as complex wills, printed documents and/or a paid update service). The details and costs of these additional services will be displayed to you when you pay for your document, or at other relevant times in the sales process. If we need to increase the price of additional services (for example, a paid update service), we'll let you know in advance and you'll have the right to cancel if you don't accept the price increase.

## Voucher Codes and Promotions

We work with several partners, such as charities who through our partnership, enable customers to benefit from a discounted or free service. We may also provide voucher codes to customers directly (for example, to share with friends and family).

If you use a voucher code associated with a partner, we will share some of your personal data with that partner in accordance with [our privacy policy](#). You may also see prompts and/or information during the sales process which relates to the partner associated with the voucher code. We may benefit from a fee if you have been referred to us by a partner. Please ask us if you would like further details.

Voucher codes are non-transferable, non-refundable, cannot be resold or otherwise exchanged for cash and their use may be subject to the partner's additional terms. A voucher code does not automatically entitle you to access our service as use of our service always remains subject to these terms. A valid voucher code can be used by telling us the voucher code details when you talk to us during the sales process. The voucher code must be communicated by you to our team prior to you paying for the service. Only one voucher can be used per sale.

Sometimes we may run promotions for our services. We'll set out the terms of these in any promotional material.

## How you can cancel

### ***Your document***

As a consumer you have legal rights in relation to your document created using our online service. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.

You have the right to cancel the service within 14 days without giving any reason. This cancellation period will expire 14 days after you make payment for your document.

However, due to the personalised nature of our service you will, however, lose the right to cancel if the service is fully performed during this cancellation period.

If you cancel, we will refund the payment you made for the document, although we may make a reasonable deduction for any parts of the service that we provided before you cancelled, as detailed below.

<b>When you ask to cancel</b>	<b>What we will refund</b>
Before the fact find call	The full price you paid for the service
After the fact find call but before you receive the document	50% of the price you paid for the service
On or after the day you receive your document	No refund

To cancel please **Email us** at [phonewills@farewill.com](mailto:phonewills@farewill.com)

## How we can cancel

We reserve the right to withdraw or amend the service for a material reason (something significant that impacts the service). Where we can, we'll aim to let you know the reasons why in advance.

We may cancel or suspend our service if we believe you've:

- broken the terms of this agreement
- put us in a position where we might break the law
- broken the law or attempted to break the law

- given us false or inaccurate information at any time
- been abusive to anyone at Farewill
- told us information which means in our reasonable opinion that our service is not right for you

We may cancel the service if you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service. For example, after having arranged an appointment with us for a fact find call, you fail to attend on two occasions without letting us know.

If we cancel your access to the service, we'll refund you any money that you've paid to us.

There may also be times where our service is delayed or we cannot provide our service to you because of an event outside our control. If that happens, we'll aim to contact you as soon as possible to let you know and we'll take reasonable steps to minimise any effects of the delay.

## Insurance

We have professional indemnity insurance in place. Please get in touch with us if you'd like further information on our insurance levels.

## To make a complaint, get in touch with us

We have a complaints policy which we can share with you on request.

**To complain, email us** at [complaints@farewill.com](mailto:complaints@farewill.com)

We'll let you know as soon as we receive your complaint and outline the next steps. Your complaint will be handled by a dedicated member of our team.

Within 3 working days, they will contact you, introduce themselves and explain what we are doing to resolve your complaint. If we need to look into things further, they will respond to your complaint no longer than 8 weeks from our first acknowledgment of your complaint.

If you need extra help, we may also involve a qualified solicitor from our team. They are regulated by the Solicitors Regulation Authority (SRA).

If we can't resolve things together, you could refer your complaint about that team member to the Legal Ombudsman:

**Website:** [legalombudsman.org.uk](http://legalombudsman.org.uk)

**Phone:** 0300 555 0333

**Minicom:** 0300 555 1777

**Email:** [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

**Address:** Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, you must take your complaint to them within six months of receiving a final response to your complaint from us, and within one year from the date that:

- you first made your complaint about the act (or failure to act); or
- you should have known about the act (or failure to act) that your complaint is about.

The Legal Ombudsman won't accept a complaint if:

- more than 6 years have elapsed from the date of the act or omission giving rise to the complaint
- more than 3 years have elapsed from the time when you should have known about the complaint
- the date of the alleged act or omission giving rise to the complaint was before 6 October 2010

We are required by law to provide you with details of one of the approved alternative dispute resolution schemes. Although we're not currently signed up to its service you can find details of one of these on the Legal Ombudsman Services website: [www.ombudsman-services.org](http://www.ombudsman-services.org).