

WEBSITE USAGE TERMS AND CONDITIONS

This page sets out Our Terms and Conditions of Website usage. It is important that You are fully informed about how Your details and instructions will be handled by Winn Solicitors, so please read this entire Document carefully.

We reserve the right to make amendments to these Terms and Conditions, and any changes will be updated on Our Website. Copies of the amended Terms and Conditions will be available upon request.

You will be asked to read and accept these Terms and Conditions. By agreeing to proceed with Our Services and/or Your Quote this constitutes acceptance of these Terms and Conditions. We will then open Your File and also issue You with a Letter of Engagement which acts as the formal contract between You and Us.

If You choose not to read these Website Usage Terms and Conditions, then You do so at Your own risk, and it could affect the validity of Your Documents and the accuracy of your Quote.

It is Our policy that We are unable to commence work on Your behalf until these Terms and Conditions have been accepted in their entirety.

- 1. Definitions (where applicable)
- 1.1. "Document(s)", "The Will", "The LPA", Letters of Administration, "The Grant of Probate" "The Trust", means the Will, and/or any other Document produced by Us.
- 1.2. **"Privacy Policy"** means the Privacy Policy on Our Website, which can be found at www.winnsolicitors.com/privacy-policy.
- 1.3. **"Cookie Policy"** means the Cookie Policy on Our Website, which can be found at www.winnsolicitors.com/cookie-policy.
- 1.4. **"Complaints Policy"** means the Complaints Policy on Our Website, which can be found at www.winnsolicitors.com/complaints-policy.
- 1.5. "Service(s)", "Product(s)" means the Services provided by Winns to create, update, revise and check the Document(s).
- 1.6. "Order" means Your purchase of the Product(s) or Service(s).
- 1.7. **"Quote"** means the financial breakdown for the chosen Product(s) or Service(s) to be provided by Winns.



- 1.8. "LPA Service(s)" means the Services provided by Winns relating to Lasting Powers of Attorney.
- 1.9. "Trust Service(s)" means the Services provided by Winns relating to Trusts.
- 1.10. **"Probate Service(s)"** means the Services provided by Winns relating to Probate and/or Estate administration.
- 1.11. "Website" means winnsolicitors.com.
- 1.12. "Material(s)" means information and content published on Our Website, and/or included in Our marketing Materials and communications.
- 1.13. "We", "Us", "Our", "Winn Solicitors", "Winn Legal", "Winns Wills", "Winns" means Winn Solicitors Limited.
- 1.14. "You", "Yours", "Yourself", "Member(s)", "Client" means the user that engaged Our Services, created an account, and/or downloaded any Documents from Us.
- 1.15. "Referral Partner(s)", "Referrer" means the company and/or website that referred You to Us. This may include, but is not limited to: charities, financial advisors, insurers, insurance brokers, funeral directors, home builders, estate agents, and/or employers.
- 1.16. **"Writing"** includes emails and SMS messages. When We use the words "Writing" or "Written" in these Terms and Conditions, this includes emails and SMS messages.

2. These Terms and Conditions

These Terms and Conditions form part of the agreement between You and Winns. By accessing this Website and/or accepting Our Services You are confirming Your understanding, agreement to, and acceptance of Our Privacy Policy, Cookie Policy, and Complaints Policy along with these Terms and Conditions, subject always to Our duty as Your solicitors to act in Your best interests. Your statutory rights are unaffected.

- 2.1. What these terms cover: These are the Terms and Conditions under which We supply Our Products and services to You. Our Products and Services are suitable for use in England and Wales only.
- 2.2. Why You should read them: Please read these terms carefully before using Our Services. These terms tell You who We are, how We will provide Our Products and Services 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, please contact Us.



- 2.3. Where You can find these terms: You can find a copy of these terms at all times at www.winnsolicitors.com/terms-and-conditions.
- 2.4. **Other terms that apply:** Our Privacy and Cookie Policies outline how We use, protect, and process Your personal information and data. We will only use Your personal information as set out in these polices. Our Complaints Policy outlines the process for raising a formal complaint about Our Products or Services.

These Terms should be read in conjunction with Your Will, Will Commentary and all Documents provided to You by Winn Solicitors.

3. Information about Us and how to contact Us

- 3.1. Who We are: We are Winn Solicitors Limited, a company registered in England and Wales, Company Registration Number 5084463. Our Registered Office Address is Brinkburn Street, Byker, Newcastle upon Tyne NE6 1PL. Our Registered VAT Number is 780 5176 20. Winn Solicitors is authorised and regulated by the Solicitors Regulation Authority, registered number 00400385.
- 3.2. **How to contact Us:** You can contact Us by telephoning Our Wills, Probate & Trusts team on 0800.915.2328 or by Writing to Us at wills@winnsolicitors.com or to Our registered office above.
- 3.3. **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 when creating Your Document(s). If Your contact details change then it is Your responsibility to update Us. If You choose not to update Us You may miss out on updates that affect the validity of Your Documents.

Any request, notification, communication or notice under these Terms and Conditions may be made by Winn Solicitors (or on behalf of Winn Solicitors) via any email address from the domains winnsolicitors.com, winngroup.co.uk, winn.legal, or winnswills.com (namely in the format, 'first name dot surname @domain name'), as well as by other means such as post. However, the use of such an email address(es) should not be relied upon as evidence that the communication has been sent by Winn Solicitors.

4. Our Website

4.1. Use of Our Website

4.1.1. These Terms and Conditions set out how You may use Our Website. By accessing Our Website, You agree to these Terms and Conditions. These apply whatever



- method You have used to access the Website, including but not limited to the internet, digital television services and mobile devices.
- 4.1.2. The privacy of Your personal data is important to Us. Please see Our Privacy Policy and Cookie Policy for details of how We will process Your personal data, where it is provided to Us, and how We use cookies.
- 4.1.3. If You do not agree to these Terms and Conditions, Our Cookie Policy, and/or Our Privacy Policy, You should not use the Website. You should read these Terms of Conditions fully prior to using the Website.
- 4.1.4. By using Our website to create a Quote or instruct Our Services, You agree to be honest and truthful in all of Your answers. You should not deliberately omit any information or be misleading in the information given.

4.2. Accessing Our Website

- 4.2.1. Access to Our Website is permitted on a temporary basis. We reserve the right to withdraw or amend Our Website (and any Products or Services offered on it) without notice. We will not be liable if for any reason Our Website (or any part of it) is unavailable at any time or for any period.
- 4.2.2. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted.
- 4.2.3. We update Our Website from time to time and may update/change the content at any time without notice to You. We reserve the right to withdraw, vary or suspend the Website (or any part of it) at any time without notice.
- 4.2.4. You are responsible for making all arrangements necessary to access and view this Website and should ensure You have up to date anti-virus software on any device from which Your access Our Website. We do not guarantee that Our Website will be secure or free from bugs or viruses.
- 4.2.5. You are responsible for ensuring that all persons accessing Our Website through Your internet connection are aware of these Terms and Conditions.

4.3. Do not rely on information on this Website

4.3.1. Materials and information posted on Our Website are not intended as legal advice and should not be relied upon as such. We therefore disclaim all liability and responsibility arising from any reliance placed on such information to the fullest extent permissible by all applicable laws.



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

4.4. Linking to Our Website

- 4.4.1. You may link to any page of Our Website, for non-commercial purposes, provided that You do so in a way that is fair and legal, and which does not damage Our reputation or take unfair advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable.
- 4.4.2. You must not link to Our Website in such a way as to suggest any form of association, approval, or endorsement on Our part where none exists. You must not remove or obscure by framing or otherwise, advertisements, any copyright notice, or other information published on the Website.
- 4.4.3. Our Website must not be framed or be subjected to any other browser or border environment on any other site.
- 4.4.4. If You would like to link to Our Website for commercial purposes, or any purpose not included above, please contact wills@winnsolicitors.com.
- 4.4.5. We reserve the right to withdraw linking permission at any time and without notice.

4.5. Misuse of Our Website

- 4.5.1. You must not misuse Our Website by:
 - 4.5.1.1. Knowingly introducing viruses, trojans, worms, logic bombs, time bombs, keystroke loggers, spyware, adware or other material, programme or code which adversely affects the operation of any computer software or hardware (or is designed to do so); and/or
 - 4.5.1.2. Gaining or attempting to gain unauthorised access to the server on which Our Website is stored or any server, computer or database connected to Our Website; and/or
 - 4.5.1.3. Attacking Our Website via a denial-of-service (DOS) attack or a distributed denial-of service (DDOS) attack.
- 4.5.2. Breach of this clause might constitute a criminal offence under the Computer Misuse Act 1990. 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 Website will cease immediately.

5. Clients

- 5.1. By using the Service and accepting the Quote You will become a Client.
- 5.2. As a Client You may have access to additional Services and/or functionality, for example, the ability to download Your Will, save contact information, and upload supporting Documents to a Login Area.
- 5.3. Any personal information that You provide to Us in the course of becoming a Client, or after registration, will be held and used in accordance with any consent obtained from You and the terms of Our Privacy and Cookie Policies.
- 5.4. We reserve the right to cancel Your access to additional Services and/or withdraw any or all of Your access rights at any time without notice. We shall not be liable for any loss or damages whatsoever arising from a Clients inability to access any pages on the Website howsoever arising and whether from a cancelation of access to additional Services and/or Clients rights or otherwise.
- 5.5. As part of Our Client identification process We use a third party known as SmartSearch to verify your ID electronically. If You own a Property in England and Wales We will also conduct a Land Registry search of the address You have provided to Us. We have an obligation to conduct these checks and by accepting these Terms and Conditions You agree for Us to perform these checks and to pay the associated charges outlined in Your Quote. You will be liable for these charges even if You invoke Your Right to Cancel as set out in clause 10.4 below.

6. Intellectual property

- 6.1. You may access, view and print out one copy of this Website and all information, images, and other content displayed on Our Website and in Our marketing Materials strictly in accordance with these Terms and Conditions.
- 6.2. You may only view, print out, use, Quote from and cite Our Website and Materials for Your own personal, non-commercial use and under the express condition that You give appropriate acknowledgement to Winn Solicitors.
- 6.3. Nothing in the above licence impairs or restricts any author's moral rights in respect of any Materials.
- 6.4. We expressly reserve all intellectual property rights in and to Our Website and Materials and Your use of Our Website is subject to the following restrictions. You must not:



- 6.4.1. Remove any copyright or other proprietary notices contained in Our Materials;
- 6.4.2. Use any Materials from the Website in any manner that may infringe any copyright, intellectual property right or proprietary right of Us or any third parties;
- 6.4.3. Use, or cause others to use, any automated system or software to extract content or data from this Website (screen scraping), except in cases where You or any applicable Third-Party has entered into a written contractual agreement directly with Us that expressly permits any such activity;
- 6.4.4. Reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame (or use any other browser or border environment), communicate to the public or circulate to any third-party or exploit this Website and/or Materials for any commercial purpose, without Our prior written consent by way of a contractual agreement.

7. Trademarks

We expressly reserve all rights in and to the domain names <u>winnsolicitors.com</u>, <u>winn.legal</u>, and <u>winnswills.com</u> and all related domains and sub-domains, the names "Winn Solicitors", "Winn Legal", "Winns Wills, and "Winns", Our logo and associated branding, service marks, trading names and/or trademarks. Other trademarks, products, mascots and company names mentioned on the Website may be trademarks of their respective owners or licensors and the rights in such marks are reserved to their respective owners or licensors.

8. Third-party content and websites

- 8.1. Our Website may contain advertising submitted by third parties. Such third parties are solely responsible for the content of such advertising and for ensuring that it complies with all relevant legislation and regulations. We do not accept any responsibility for the content of any third-party advertising.
- 8.2. Our Website and/or Our marketing Materials may contain links to third-party websites (including those of Our Referral Partners). If You choose to visit any third-party site, You do so at Your own risk. We are not responsible or liable directly or indirectly for the content, accuracy, or opinions expressed in such websites, or the standard of goods and services available through or on such websites. Unless expressly stated otherwise, links do not imply that We are, or that Our Website is, affiliated to or associated with such sites.
- 8.3. Our communications with You may contain information sourced from third-party websites. Information from third-party websites will be marked as such and a link to the source website may be provided. We accept no responsibility or liability for any material supplied



- by or contained on any third-party website which is linked from Our communications with You, or any use of personal data by such third parties.
- 8.4. The inclusion of any link in Our communications with You does not imply endorsement by Us of the linked site. If You decide to access linked third-party websites, You do so at Your own risk.
- 8.5. Please remember that when You use a link to go from Our Website to another website, Our terms and policies will no longer be applicable. Your browsing and interaction on any other website, including websites which are linked to Ours, is subject to that website's own terms and policies. Please read their terms and policies before proceeding.

9. Our liability

- 9.1. To the fullest extent permissible by law, We exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to Our Website. In particular We do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. You must take Your own precautions in this respect. In any event, We will not be liable for any loss or damage caused by a distributed denial-of-service (DDOS) attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of Our Website.
- 9.2. Different limitations and exclusions of liability will apply to You depending on Your relationship with Winns. If You are a Client, then these will be stated in Our Terms and Conditions as set out herein and in any subsequent Letter of Engagement issued to You. If You are a Partner, then these will be stated in Our Partner Agreement.
- 9.3. We do not accept liability for any failure to maintain Our Website and/or the Quote Service and/or late or failed delivery of any Materials.
- 9.4. We shall not be liable, under these Terms and Conditions for any indirect, special, incidental, or consequential loss or damages or otherwise, even if advised of the possibility of such damages.
- 9.5. Our Website is provided for domestic and private use only. You agree not to use Our Website and/or the Service for any commercial or business purposes, other than as permitted under Our Partner Agreement. We accept no liability whatsoever for any loss of profit, loss of business, business interruption, or loss of business opportunity howsoever arising.
- 9.6. Materials may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials. Further the Materials do not constitute legal advice in any way.



- 9.7. We shall not be liable for any loss caused as a result of Your actions or inactions based on the Materials available on this Website. However, nothing in these Terms and Conditions shall affect Your statutory rights, and nothing in these Terms and Conditions shall exclude Our liability for death or personal injury arising through negligence, fraudulent misrepresentation, and/or anything else that cannot be excluded or limited by Us under English law.
- 9.8. Our responsibility for loss or damage suffered by You
 - 9.8.1. 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; for fraud or fraudulent misrepresentation; including the right to receive Products which are: as described and match information We provided to You and supplied with reasonable skill and care.
 - 9.8.2. **Our limit on liability to You:** Other than as set out under clause 10 of these Terms and Conditions, Our maximum liability to You is limited to 100% of the price that You have paid to Us for Our Products and Services. For the avoidance of doubt this means that We will have no financial liability to You for any Products or Services that are provided free of charge to You, or for any Products or Services that You purchase from a Third-Party through Our Website.
 - 9.8.3. We are responsible to You for foreseeable loss and damage caused by Us. Subject to the limits outlined in clause 9 of these Terms and Conditions, 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 prior to purchasing Our Services.
 - 9.8.4. We are not liable for business losses. We only supply the Products for domestic and private use and the online Wills Service is not suitable for business owners. 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.

10. Our contract with You

10.1. **How to request Our Services:** Our Website allows You to view, select and Order Our Services or alternatively You can do so by emailing Us or by contacting Us via telephone.



- 10.2. **How We will accept your Order**: Our acceptance of Your Order will take place only when We review the information You have provided online and We check the Service is appropriate for You. Acceptance of Your Order will only take place when We contact You to accept it, at which point a contract will come into existence between You and Us.
- 10.3. Your unique file reference number will be provided to You once We have opened a case for You. Details will be provided to the email address and/or mobile phone number provided by You during the onboarding process. It will help Us if You can tell Us Your reference number if You contact Us about Your Documents.

10.4. Notice of Your right to cancel

For most Products bought online You have a legal right to change Your mind within 14 days and receive a refund under the Consumer Contracts Regulations 2013.

If You wish to Cancel Our Services, please <u>click here</u> to download a copy of the notice of Your Right To Cancel document.

If You are eligible for a refund this will be issued to the original payment method used when You paid for the Product and/or Service, unless you notify Us in writing.

As per clause 5.5 You will not be eligible for a refund for charges incurred by Us on Your behalf such as those relating to any Identification verification or Land Registry Search.

You should ensure You have fully read and agreed to these Terms and Conditions before committing to use Our Services, and check that the information You have provided is accurate and complete before proceeding to payment.

10.5. Our right to end the contract

- 10.5.1. We may end the contract if You break it.
- 10.5.2. We may withdraw Our Product(s) and/or Service(s). If We do, We will notify You in Writing of any disruptions this may cause to You with any options that may be available to You.

11. Our Products and Services

11.1. We offer You a range of different Products and Services and a full description of each individual Services is available on Our Website. Please note that each description is subject to change and We reserve the right to amend or withdraw any Product or Service at any time in accordance with these terms.



- 11.2. Please note that nothing on Our Website and/or the Service shall at any time constitute legal advice. If You wish to seek legal advice about any of Our Products and Services then please contact Us directly to speak to a member of the legal team.
- 11.3. From time to time We may provide You with links or articles about specific topics that are similar to the Services that We deliver. Please note that these links are provided for Your convenience only and We do not guarantee that these shall be suitable for Your individual needs.
- 11.4. We work with a number of Third-Party organisations who will in turn deliver Their Services to You, such as funeral directors and finance companies. Your contractual relationship with Them shall in no way involve Winns, save for the circumstances where We act as a payment agent between The Parties. We therefore strongly recommend that You read Their Terms and Conditions before entering into a contract with Them. We accept no liability for any act or omission of any Third-Party organisations that You are introduced to by Winns and You are entering into agreements with Them at Your own risk.
- 11.5. Any Product or Service produced by Winns and/or through Our Website is for personal use only and You are not permitted to re-sell any Product or Service provided by Us without permission in Writing from Winns.
- 11.6. The Products and Services that We offer are heavily reliant on information and data that You provide to Us. It is Your responsibility to ensure that all data provided is accurate and up-to-date. If You omit information or do not honestly answer all questions, then the Document(s) produced may be invalid and/or not suitable to Your personal circumstances. This could result in Your Document(s) being invalid and/or challenged by third parties after Your death and/or upon enactment.

12. Our right to make changes

- 12.1. We may make any changes, that We in Our absolute discretion determine, to the Products and Services that We offer at any time and also to:
 - Reflect changes in relevant laws and regulatory requirements.
 - Implement technical adjustments and improvements, for example to generally improve Our Service offering to address a security threat.
 - Improve the delivery of the Service offerings.
- 12.2. We reserve the right to add or remove Products and Services at Our sole discretion, but will notify You in advance of Us doing so. If We make changes to a Product or Service before You have received this Service, then You will have the right to cancel Your contract with Us and receive a refund (where applicable) for any Product or Service not already received.



13. If there is a problem

- 13.1. **How to tell Us about problems:** If You have any questions or complaints about Our Services, please <u>contact Us</u>. You can do so by telephone, email or by Writing to Our registered office address, full details of which are listed at the beginning and end of these terms. Our Complaints Policy can be found <u>here</u>.
- 13.2. **Summary of Your legal rights:** We are under a legal duty to supply Products that are in conformity with this contract. Nothing in these terms will affect Your legal rights.

14. Price and payment

- 14.1. Where to find the price for the Product: The price of the Product (which includes VAT) will be the price indicated at the outset of the process and re-iterated to You at the point of payment.
- 14.2. **We will pass on changes in the rate of VAT:** If the rate of VAT changes between the date at which You commit to use Our Services and the date at which You complete the process and the Documents are supplied, 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.
- 14.3. When You must pay and how You must pay: We accept payment by BACS, Bank Transfer, Cheque, and/or online using Stripe. Use of Stripe is subject to the Stripe Privacy Policy and Stripe Cookie Policy, which You should read before making an online payment. When You must pay depends on what Product You are buying, and We will always inform You of Our payment terms (as set out herein) prior to Your request to purchase a Service from Us.

15. Referrals and commission payments

- 15.1. **Commission payments:** If You were directed to use Our Services via a Referral Partner, We may pay Them a commission fee for the referral. This does not affect the price You pay or the Service You receive.
- 15.2. **Data sharing:** As part of Our agreement with Our Referral Partners, We may share select data with Them about Your purchase. The information shared will be dependent on the relationship that You have with the Referral Partner but will not affect Your rights under The Data Protection Act (2018) and General Data Protection Regulation ((EU) 2016/679) (GDPR).

16. Other important terms

16.1. We may transfer and/or assign this agreement to someone else: We may transfer and/or assign 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



and/or assignment, You may contact Us to end the contract within 14 days of Us telling You about it and We will refund You any payments You have made in advance for Products that have not yet been provided.

- 16.2. You need Our consent to transfer Your rights to someone else: You may only transfer Your rights or Your obligations under these terms to another person if We agree to this in Writing. We may not agree if there is a reasonable reason for Us doing so.
- 16.3. **Nobody else has any rights under this contract**: Our contract is between You and Us and no other person shall have any rights to enforce any of its terms. Neither of Us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4. **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.
- 16.5. 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.
- 16.6. Which laws apply to this contract and where You may bring legal proceedings: These Terms and Conditions and Our Website are governed by English law and You can bring legal proceedings in respect of the Products in the English courts. As outlined in clause 4, this Service is only suitable if Your permanent home and assets are in England and Wales. If You ever move outside of this jurisdiction, or have assets elsewhere, then Your Will should be reviewed to ensure that its validity and suitability remains. If You *later* live in Scotland You can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If You *later* 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 live outside of or have assets outside of the jurisdiction, then Our online Service will not be suitable for You, and We shall accept no responsibility for the suitability of the Documents produced using the online Service.

17. Contact Us

If You have any concerns or questions about Material which appears on Our Website, or if You have questions about Your use of this Website or these Terms and Conditions, please email Us at wills@winnsolicitors.com, or write to Us at Winn Solicitors, Brinkburn Street, Byker, Newcastle upon Tyne, NE6 1PL.