

lifetime legal

Our Terms and Conditions

1. GENERAL

a. This document sets out the terms and conditions that govern your membership of Lifetime Legal ("Membership") and the services provided. These terms and conditions apply from the commencement date of your membership. It is important that you read and understand all of these terms and conditions prior to using any of the services provided under the Membership.

b. Use of Lifetime Legal and its range of products and services shall constitute agreement to these terms and conditions.

2. USING THE WEBSITE

a. The content of the Lifetime Legal website ("Website") is provided for information only, and does not constitute legal advice nor a recommendation to you that the products and services are suitable for your personal circumstances.

b. Reasonable efforts will be made to keep the Website available for use; however access is not guaranteed to be available all the time. We will not be liable for any periodic unavailability of the Website.

c. If there are links to other websites operated by third parties, we cannot guarantee you will be able to access the other website or that the content of the sites are accurate or fit for your personal circumstances.

d. Due to the nature of the internet and the possibility of third party interference, the Website is not guaranteed to be free of all viruses and technical defects of any description. We will not be liable for any damage or loss caused by such third party interference as a result of your use of the Website.

3. JURISDICTION

a. These terms and conditions (and all communications) are in English and are governed by and will be construed in accordance with English law and the English courts shall have exclusive jurisdiction in any legal proceedings.

b. Membership is available to all residents of England and Wales aged 18 and over. Any advice

sought or cause of action that occurs outside England and Wales may not be covered under the Membership as Lifetime Legal may be unable to deal with actions or provide advice on matters of law in another jurisdiction which is subject to a different legal system. In the event that you require advice on a legal issue that invokes another jurisdiction Lifetime Legal may not be able to assist you.

4. YOUR MEMBERSHIP

a. Lifetime Legal is a subscription based Membership. It is not an insurance policy, contract of insurance or indemnity of any kind. Membership is governed by the terms and conditions governing subscription below.

b. The levels of Membership are set out in Appendix 1.

c. If you do not pay your subscription fee for whatever reason, then Membership will cease.

d. We reserve the right not to accept an application for Membership for any reason and without giving any explanation.

5. FEES AND PAYMENT

a. Membership is continuous subject to payment of an annual subscription, payable by credit or debit card.

b. For your convenience and to ensure that there is no interruption of membership, we will securely store your payment details so that we may automatically renew your subscription (payments made by Visa, Delta or Mastercard only). A minimum of 28 days before your renewal date, we will issue you with a renewal invitation and at the expiry of the period we will automatically renew your subscription using your payment details. If you do not wish to accept the renewal invitation simply contact us.

c. The rate of annual subscription is dependent on your level of membership. The levels of membership and their subscription fees are as shown in Appendix 1 on the back of this document. In the event that the fees change we will notify you a minimum of 28 days prior to your renewal date.

6. MEMBERSHIP LEVELS

There are various levels of Membership, the benefits of which can be compared in Appendix 1 on the back of this document.

7. MEMBERSHIP BENEFITS

a. LEGAL ADVICE HELPLINE

i. The helpline is provided by a Legal 100 firm of solicitors from our panel of Legal Service Providers.

ii. All advice provided by this helpline is provided:

a. On legal issues which are suitable to be given by phone. It should be noted that it might not be possible to give detailed legal advice in all circumstances, due to the complex nature of the inquiry or because of the need to examine documentation to reach definitive conclusions;

b. Only to Members and not to any third party who telephones us on your behalf unless we have your written authority to do so.

b. WILLS AND ESTATE PLANNING

Lifetime Legal's estate planning services are provided by our panel of experts and are subject to our Terms of Engagement which will be agreed between you and us prior to the commencement of any service.

c. DISCOUNTED LEGAL SERVICES

i. Membership provides you with access to discounted legal services as detailed on the Website. The extent of the service provided will be subject to agreement between you and Lifetime Legal Ltd or such other firm of legal service provider as may be appointed to provide that service ("the Legal Service Providers"). Such service and scope of that service shall be governed by our or their standard terms of business

ii. All work undertaken by the Legal Service Providers will be subject to their own internal review and quality assurance procedures to ensure that a consistent, high standard of quality that complies with the ethical codes of the Solicitors Regulation Authority or the Council of Licensed Conveyancers is provided.

iii. To enable the Legal Service Providers to provide services to you, you agree to provide the Legal Service Providers with all relevant information, matter or fact that might have a bearing on the Legal Service Providers acting for you. It is important that:-

a. You provide instructions in a timely manner;

b. Information provided by you is to the best of your knowledge and belief true, accurate and not misleading;

c. You notify us and/or the Legal Service Providers immediately of any changes to the information provided.

iv. We and/or the Legal Service Providers shall not be responsible for any loss or damage arising from the reliance on any information or for inaccurate or other defect in any document supplied by you.

d. MOVER PROTECTION

i. Members who use Lifetime Legal's conveyancing service may, at the sole discretion of Lifetime Legal, be eligible for a refund of costs incurred in the event that their sale or purchase transaction falls through owing to circumstances completely beyond their control.

ii. The limit of costs which may be refunded is £720 for sale transactions or £1,850 for purchase transactions. In the event that you make more than one claim for either transaction type then your claims will be aggregated within these limits.

iii. The costs which may be refunded for each purchase transaction are limited as follows: legal fees £250; mortgage broker fees £500; mortgage lender application fees £350; survey fees £450; and search fees £300.

iv. The costs which may be refunded for sale transactions are limited as follows: legal fees £200; estate agency marketing fees £400; and other fees £120.

v. Mover Protection only covers properties of standard construction. Mover Protection does not cover properties being sold via auction or following repossession.

vi. In order to make a successful claim you must have ongoing membership of Lifetime Legal. In the event of a claim we therefore cannot refund our membership fees.

vii. In the event that you wish to claim a refund of costs incurred you should contact our Customer Services department. You will be required to provide copies of supporting documentation and receipts or receipted invoices for each individual fee.

viii. All refunds are made at the discretion of Lifetime Legal. The following lists, which are not exhaustive, indicate circumstances under which costs incurred on a failed transaction may be refunded:

PURCHASE

- The property upon which you have had an offer accepted is withdrawn from sale by the vendor due to reasons completely beyond your control;
- The vendor receives and accepts an offer from a third party, which is a minimum of £5,000 greater than the offer they previously accepted from you and you are not prepared to increase your offer;
- The mortgage lender's survey or valuation on the property identifies that rectification work needs to be carried out, the cost of which exceeds 5% of the sum originally offered and these costs could not have been reasonably anticipated and the cost of which was not reflected in the price agreed, or values the property at less than 90% of the sum offered for the property and which has been accepted and you decide not to proceed;
- The mortgage lender insists on a secondary survey such as damp and timber or electrical survey and the mortgage lender insists on additional rectification work being carried out to the property, the cost of which exceeds 10% of the agreed asking price and you decide not to proceed;
- The mortgage lender applies a retention on the mortgage for the property and this figure exceeds 5% of the sum offered and which had originally been accepted and you decide not to proceed;
- The property sustains damage during the period between offer and exchange of contracts where the total cost of rectification work exceeds 5% of the property value and that loss is not covered by an insurance policy and you decide not to proceed;
- The vendor is not legally entitled to sell the property or to transfer interest in the property to you;
- A survey or valuation is carried out and highlights that the property has been underpinned or shows signs of subsidence and this could not have been reasonably anticipated and you decide not to proceed with the purchase or the lender withdraws your mortgage offer due to this;
- A Local Authority search highlights that the property is the subject of a compulsory purchase order, in a flood plain, on contaminated land or over a mining area, and these circumstances could not have been reasonably anticipated;
- A search highlights the fact that there is a material defect in the title and this cannot be rectified and you decide not to proceed with the purchase or the lender withdraws your mortgage offer due to this;

- You or a member of your immediate family dies or contracts a critical illness, is made redundant or relocated and you decide not to proceed.

SALE

- The property remains on the market 12 months after the date it was first listed, having been continuously listed throughout the 12 month period (apart from any period where the property was temporarily removed from the market as a result of an offer being accepted and subsequently withdrawn in which case the property must have been returned to the market within 14 days of the sale falling through), as long as:
 - you have not received and rejected two or more offers of at least 85% of the asking price during the 12 month period of continuous marketing;
 - you have not refused advice from your estate agent to reduce your asking price during the 12 month period of continuous marketing.
- If you have agreed to accept an offer to sell your property and you have confirmed instructions to your solicitor to proceed with the sale, but have not had an offer accepted on a property to buy within 3 months of the date of your sale, then we will cover the abortive costs that you have incurred in relation to the marketing and sale of your property including the cost of your EPC, floor plans, photographs and abortive legal fees.
- A Purchaser's survey on the property identifies that rectification work needs to be carried out, the cost of which exceeds 5% of the asking price, and these costs could not have been reasonably anticipated, and without the completion of which no other Purchaser can be found within 12 months of the date the property was first placed on the market.
- The property sustains damage through circumstances beyond your control within the 12 month period following the date it was first listed where the total cost of rectification work exceeds 5% of the property value, and that loss is not covered by an insurance policy, and without the completion of which you are unable to continuously list the property.
- Without your prior knowledge a survey or valuation which is carried out highlights that the property has been underpinned or shows signs of subsidence and as a result the market value of the property is reduced by at least 10% and you withdraw the property from the market.

- Without your prior knowledge a Local Authority search which is carried out highlights that the property is the subject of a compulsory purchase order, in a flood plain, on contaminated land or over a mining area and as a result the market value of the property is reduced by at least 10% and you withdraw the property from the market.
- Without your prior knowledge a search highlights the fact that there is a defect in the title and this cannot be rectified and as a result the market value of the property is reduced by at least 10% and you withdraw the property from the market.
- You or a member of your immediate family dies or contracts a critical illness, is made redundant or relocated and you decide not to proceed.

e. DOCUMENT STORAGE

i. Lifetime document storage

- a. Lifetime storage of Wills and other important documents is available for a one-off fee of £60.
- b. We will notify you on receipt of any documents you send to us for secure storage. We will not take responsibility or liability for any documents until we have confirmed receipt to you.
- c. Any documents you send to us for storage will be placed in a sealed waterproof wallet in our secure fireproof storage facility.
- d. We will maintain adequate insurance to cover loss of or damage to documents whilst in our care.

ii. Release of documents

- a. You may request the return of your documents at any time and on receipt of your signed release form we will return them to you at your UK mainland address. Alternatively you may retrieve your documents from storage at the Company free of charge, by prior appointment only, and subject to production of suitable identification.
- b. In the event of your death we will return your documents to your appointed Executor or other authorised person to their UK mainland address subject to production of suitable identification and your death certificate. Alternatively they may retrieve your documents from storage at the Company free of charge, by prior appointment only, again subject to production of suitable identification and your death certificate.

c. Where documents are to be returned by post they will be despatched within 48 working hours by Royal Mail Special Delivery or an alternative equivalent delivery service.

d. We will not charge you for the return of your documents while you remain a Member. If your Membership ceases and you subsequently request the return of your documents we reserve the right to charge you an administration fee.

iii. Digital Vault

Prior to storage we will scan your documents and upload them to your secure online digital Vault. We will provide you with a user reference (login), password and Personal Identification Number (PIN), all of which will be required to access the Vault and view your documents. To maintain the security of the digital Vault you should keep your login, password and PIN confidential.

f. WILL AMENDMENTS

Where your Will is held in Lifetime Storage with Lifetime Legal and an amendment is required due to a change in your circumstances we will arrange for minor changes to be made at no charge while you remain a Member. If your Membership ceases and you subsequently request amendments to your Will, we will charge for such amendments at our prevailing rate.

8. OTHER CONDITIONS

- a. We shall not be liable for any failure to provide or for delay in providing any service resulting from circumstances or events outside of our control, for example (but not limited to) that due to strikes and other industrial disputes, breakdown of systems or network access, fire or explosions, and/or power failure.
- b. If any part of these terms and conditions (and /or notices on the Website) are found to be invalid or unenforceable then such part will be deemed replaced by a valid and enforceable provision that most closely matches the intent of the original part and the remainder of the agreement shall continue in full force and effect.
- c. We reserve the right to change the terms, conditions and disclaimers under which the Website or any Member Service is offered. This right shall not affect the existing terms and conditions accepted by you upon subscribing to be a Member; however upon renewing your subscription, your Membership will be upon these terms and conditions as amended.

d. No forbearance or delay by either party in enforcing the provisions of these Conditions will prejudice the rights, powers or remedies available to that party and such right, power or remedy will be cumulative.

e. You may not assign, subcontract or otherwise transfer any rights and obligations under these Conditions whether in whole or in part without our prior written consent. We shall be able to assign the benefit of all or part of these Conditions to any company, which is from time to time part of our group.

f. Headings in these Conditions are for convenience only and shall not affect its interpretation.

g. These Conditions represent the entire agreement between the parties and neither party shall attempt to rely upon any prior understanding or representation, which may have been made.

h. If any of these terms shall be declared by a court to be invalid, illegal, or unenforceable, such provision shall be deemed severable and the remaining terms and other provisions shall remain in full force and effect.

9. CANCELLATION

a. You have 14 days from the date you subscribe to cancel your Membership and any subscription fees already paid will be refunded. If during the 14 day period you utilise any Member Service then you may still cancel your membership but we reserve the right not to refund any fees paid. Such provisions are governed by the Distance Selling Regulations.

b. Your Annual Subscription entitles you to Membership for a full year. In the event that you decide to cancel your Membership after the expiry of the 14 day period described in clause 9.a. you may be entitled to a partial refund of fees paid. You should be aware that a proportion of the subscription you pay is used to begin providing you with membership services from the date you subscribe and any partial refund will take account of the costs we have incurred.

c. In the event that you wish to cancel your Membership you must do so in writing and send your cancellation notice to: Customer Services, Lifetime Legal Ltd, Marlin 459 London Road, Camberley, Surrey, GU15 3JA.

d. Please ensure that you quote your full Membership number together with your date of registration.

e. Once we receive a valid notice of cancellation we will immediately terminate your access to the Website. In the event that you utilise the service in the interim period of sending the notice of cancellation and your Membership being terminated, the provisions in clause 9.a. will apply.

f. If following receipt of a valid notice of cancellation of your Membership a refund is due, we will provide the refund within 30 days of receipt of the cancellation.

10. DATA PROTECTION AND OUR COMMUNICATIONS WITH YOU

a. As part of our services you will be required to supply to us information about yourself and others which the Data Protection Act defines as personal data or sensitive personal data. This data will be used by Lifetime Legal Limited as Data Controllers and other carefully selected persons and companies who will assist you during the course of the transaction, in order to represent your interests and complete any matter we are handling for you. By supplying the information you will be treated as having given explicit consent for all the data provided to be used in this way unless you instruct us in writing to the contrary.

b. We have a number of legal products and services that may be of use to you. We may contact you during the course of the transaction or at a later date to offer those legal products to you – including any new products that we may develop. Please advise us if you do not wish for us to contact you regarding these services.

c. In order to provide you with product material we may employ the services of trusted external companies. This would involve us supplying your personal data to those companies. If you do not wish for us to use your information in this manner please telephone us immediately.

d. Please note all calls may be recorded for training and monitoring purposes.

Appendix 1.

There are various levels of Membership which qualify for the Membership Benefits listed in section 7 as follows:

	Executor Member	Storage Member	Full Member
Annual Subscription (inc VAT)	Free	£60	£90
Member Benefits			
Legal helpline	X	X	✓
Discounted Will writing services	✓	✓	✓
Discounted fixed rate legal services	X	✓	✓
Discounted rate conveyancing	X	✓	✓
Mover protection (see section 7.d)	X	✓	✓
Physical document storage	X	✓	✓
Online digital Vault	X	✓	✓
Probate advice	✓	✓	✓
Probate broking service	✓	✓	✓
Will Amendments	X	✓	✓

Cancellation Notice

If you wish to cancel this agreement, you must do so in writing and deliver the signed copy to the Company named below. You may use this form if you wish, but you do not have to.

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

To: Lifetime Legal Ltd, Marlin 459 London Road, Camberley, Surrey GU15 3JA.

I hereby give notice that I wish to cancel my agreement:

Membership number: Date of registration:

Signed: Address:

Print Name:

Date:

Postcode: