

Terms of Business

1. Our contract with you

- 1.1. This contract is between Syer House Limited trading as Mosaic Online Wills and you.
- 1.2. Syer House is a limited company registered in England and Wales at Syer House, Stafford Park, Telford, TF3 3BD; registration number 13152813.
- 1.3. These terms of business together forms the entire contract between us. Your continued instructions will amount to deemed acceptance of these terms of business.
- 1.4. This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 1.5. For the avoidance of doubt:
 - 1.5.1. the Licensor is not a party to this Agreement and has no liability to you in relation to the Service.
 - 1.5.2. this Service is not a regulated activity and is not regulated by the Solicitors Regulation Authority (SRA) or the Financial Conduct Authority (FCA).

2. Definitions

- 2.1. "We", "Us", "Our" or "Licensee" refers to Syer House Limited.
- 2.2. "You" means you, the individual who contracts with us to use the Service.
- 2.3. "Service" means the Online Will Writing Service and detailed within the Scope of Services section.
- 2.4. "Will Interview Questionnaire" means the online questionnaire completed by you.
- 2.5. "Will Generation Software" means the software used to operate the Service and which is licensed to us by the Licensor.
- 2.6. "Will Pack" means the Will, a Will Commentary and signing instructions.
- 2.7. "Site" means the website hosting the Service.
- 2.8. "Licensor" means Arken.Legal (UK) Limited Arken.legal (UK) Ltd, a limited company registered in England and Wales under company number 2690082.

3. Use of this Service

- 3.1. Access to the Service is only intended for use by you and you can only use the Service to make your Will.
- 3.2. You may only use the Service if you:
 - 3.2.1. are domiciled in England and Wales;
 - 3.2.2. are over 18 years of age;
 - 3.2.3. are able to read, write and see;
 - 3.2.4. understand the English language; and
 - 3.2.5. require your Will to be governed by the law of England and Wales.
- 3.3. You should not use the Service if:
 - 3.3.1. you own property outside of England and Wales;
 - 3.3.2. you intend to leave England and Wales on a permanent basis;
 - 3.3.3. you have business or farming interests;
 - 3.3.4. you wish to leave any land, building, timeshare or intellectual property as a separate gift;
 - 3.3.5. you wish to leave anything of value to a person who is vulnerable or has a learning disability and/or is dependent on means tested benefits; or
 - 3.3.6. Your estate is or may be subject to Inheritance Tax.
- 3.4. This Service is recommended for simple estates only, should your circumstances change in the future that means that paragraph 3.3 would apply then we advise for you to seek professional advice to review and amend your Will at that time.
- 3.5. By using the Service you confirm that you:
 - 3.5.1. are not subject to coercion or undue influence;
 - 3.5.2. understand the nature and purpose of making a Will;
 - 3.5.3. have sufficient mental capacity to make and execute a Will; and
 - 3.5.4. have not been influenced by anyone in answering the questions or providing information.

4. Scope of Services

- 4.1. Our Service to you is limited to the provision of access to the Will Generation Software.
- 4.2. Wills created under this service are generated automatically by the Will Generation Software. Wills are not checked by a legal professional and are entirely created on the basis of the information provided by you. We have not provided any bespoke advice for the creation of your Will and we do not take into account your personal circumstances over and above the data entered solely by you in order for your Will to be generated.
- 4.3. Payment for the Service may only be made through Stripe by a debit or credit card registered in your name.
- 4.4. Once you have made payment your Will Pack is available for download immediately.
- 4.5. Following payment for the Service you will have 7 days to change the information in your Will Interview Questionnaire.
- 4.6. We recommend completion of your Will in one sitting wherever possible and we reserve the right to change, add to or amend the options or designations offered by the Service and/or the charges for the Service without notice at any time. Any changes would apply to all Wills that have not been completed at the time of the change.
- 4.7. It is outside the scope of our Service to assess whether this Service is right for you.
- 4.8. The Will Pack includes detailed instructions for the execution of the Will, our Service does not provide any further guidance or checking in relation to the valid execution of your Will.
- 4.9. This Service does not include the provision of Will storage and it is your responsibility to keep your Will in a safe place.
- 4.10. You will have the option to appoint MGL Trust Corporation Limited (“MGLTCL”) as your executor during the Will Interview Questionnaire. MGLTCL is a trust corporation, which is a special type of limited company, registered under company number 02686778 at Companies House. By agreeing to these Terms you confirm that you understand that you are free to choose any executor however if you opt to have MGLTCL as your executor then you acknowledge and agree:
 - 4.10.1. that MGLTCL will instruct a solicitors practice within the Metamorph Group to act on its behalf in the administration of the estate, for details of Metamorph Group please visit <https://metamorphgroup.co.uk/legal-and-regulatory-statement>;
 - 4.10.2. that the instructed solicitors practice will charge your estate for work undertaken in the administration of your estate in accordance with their schedule of fees in force from time to time. The current fee schedule for administration of estates can be found in the Will Pack or online at <https://mosaicwills.co.uk/administration-of-estates>, these fees are subject to change and are provided as an indicative guide only.
 - 4.10.3. to MGLTCL agreeing the solicitors terms of business in force at the time. The current Metamorph Terms of Business are can be found online at https://metamorphgroup.co.uk/PDF/Metamorph_Group_Terms_of_Business.pdf these terms if business are subject to change and are provided as an indicative guide only.
- 4.11. We reserve the right to refuse to process any submitted Will Interview Questionnaire or prepare any Will at our absolute discretion. In the event of the exercise of this right we will refund any payment you have made and cancel your application.

5. Confidentiality, privacy and data protection

- 5.1. Any advice provided in the provision of this Service is confidential to you and we shall not be responsible if you make it available to third parties.
- 5.2. When applying for a Mirror Will through the Service you and the other party will receive shared information including sight of each other’s Will. In agreeing to these Terms and Conditions you are giving consent to such sharing of confidential information and confirming that no conflict of interest exists between you.
- 5.3. All information provided by you to us in connection with the Service, including the information given in the Will Interview Questionnaire, will be used by us in the course of providing the Service for the purposes of:
 - 5.3.1. providing the Service to you;
 - 5.3.2. monitoring the Service;
 - 5.3.3. analysis to help us manage our business;
 - 5.3.4. statutory returns;
 - 5.3.5. legal and regulatory compliance; and
 - 5.3.6. keeping you informed about our services.

- 5.4. We will keep your information confidential, unless:
 - 5.4.1. You consent to the disclosure of that information;
 - 5.4.2. Disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
 - 5.4.3. These Terms of Business or our privacy notice state otherwise.
- 5.5. Unless you instruct us otherwise, we may contact you or others by email. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.
- 5.6. We may record telephone calls and monitor emails for training, regulatory and compliance purposes.
- 5.7. Our use of your personal data is subject to your instructions and relevant data protection legislation.
- 5.8. We take your privacy very seriously. Our Privacy statement contains information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. Our Privacy Statement is available on our website or upon request. This statement details how as a Group we use and share your data and by agreeing to these terms you agree that you have reviewed and agree to the privacy statement.

6. Feedback and complaints

- 6.1. We hope that you are satisfied with the Online Will Service and welcome any feedback. Feedback can be provided to the Metamorph Group Compliance Department who are part of Metamorph Group Services Limited, to which we outsource our compliance to. You can contact them by emailing feedback@metamorphgroup.co.uk.
- 6.2. We will do our best to remedy any complaints that you have but we may have to refer to the Licensor for any complaints relating to the Will Generation Software.

7. Consumer Contracts Regulations

- 7.1. You acknowledge that the Service involves the automated generation and delivery of your Will. Our standard timescales mean that your Will is processed and delivered to you within the 14 day cancellation period which is usually available to consumers at law. In order to be able to provide the Service we ask that you waive your right to cancel your order and you will not be deemed to have done so; as if you do not, we will be unable to provide you with the Service within our normal timescale.

8. Intellectual Property Rights

- 8.1. We are the licensee of all intellectual property rights in the Service. The Licensor's Site and the Will Generation Software, which remain the sole property of the Licensor, and the content, or any part thereof, must not be reproduced. Intellectual property rights include, without limitation, copyright, trademarks, patents, patent applications, the underlying software, the design, graphics, look and feel and structure of the Site and the Service, database rights, and design rights.

9. Limitation of liability

- 9.1. Your contract and legal liability for the Service provided is solely with Syer House Limited. No representative, member/director, officer, employee, agent or consultant will have any personal legal liability for any loss or claim.
- 9.2. The generation of a Will under this Service does not constitute legal advice and we cannot accept responsibility for the appropriateness of such Will. It is your responsibility to review the Will document carefully before signing to check that the document that has been generated accords with the answers you provided to the questions and accurately records your testamentary wishes
- 9.3. Paragraph 3 of these Terms sets out the intended user of this Service, as part of the Service we have not assessed your specific position and you are responsible for choosing whether this Service is right for you. Challenges can be made of the estate in certain circumstances and we will not be liable for any losses cause by any such challenge resulting from your assessment and decision to utilise this Service.
- 9.4. Your Will is prepared automatically and in reliance upon the information provided by you in your completed Will Interview Questionnaire and it is therefore extremely important that you ensure that all information you provide is accurate and complete. Any inaccuracies, errors, or omissions may affect the validity or efficacy of your Will and/or the disposal of your estate.

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- 9.5. A Will is not effective unless it is executed correctly and if it is not then the rules of intestacy apply. We accept no responsibility for any loss caused by your failure to execute the Will in good time or at all.
- 9.6. There is no ongoing obligation between us and you following the completion of your Will. We are not obligated to contact you should there be any changes to legislation in England and Wales, including but not limited to tax legislation which may have an effect of the provisions of your Will. In accordance with our Privacy Statement we may choose to contact you however this cannot be relied upon for the continuing validity of your Will and we will not be held liable for any losses, damages or costs (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) arising as a result of our not contacting you in these circumstances.
- 9.7. Unless we indicate otherwise in writing, we assume no responsibility for or liability (including liability for fees) in relation to the acts or omissions of, or advice given by, any experts, consultants or other advisers (including legal advisers) engaged in relation to any matter connected with your instructions given in the course of the Service.
- 9.8. Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to our contract with you. No person who is not a party to the contract shall have the right to enforce any term of it.
- 9.9. Unless explicitly agreed otherwise, in writing:
- 9.9.1. We do not owe, nor do we accept any duty to any person other than you;
 - 9.9.2. Neither party may assign a benefit or obligation imposed in these Terms of Business;
 - 9.9.3. We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms;
 - 9.9.4. Our maximum liability to you is limited to the cost of the Service provided.
- 9.10. We will not be liable for (whether direct or indirect) losses caused by:
- 9.10.1. any inaccuracies, errors or omissions from information provided by you in your complete Will Interview Questionnaire;
 - 9.10.2. your failure to observe detailed instructions for the execution of the Will included in the Will pack and detailed in paragraph 4.8;
 - 9.10.3. the loss of your executed Will;
 - 9.10.4. the Service being unavailable at any time or for any period;
 - 9.10.5. the Will being lost or delay in downloading the Will or loss or delay of any email transmission; and
 - 9.10.6. any computer virus transmitted to you from the Site or the Service.
- 9.11. We will not be liable for (whether direct or indirect):
- 9.11.1. losses that were not foreseeable to you and us when this contract was formed;
 - 9.11.2. losses caused by forces outside of our control;
 - 9.11.3. loss of or corruption to data.
- 9.12. We accept no responsibility for the content of, advice given, or goods or services offered by any website linked to the Site and accept no liability for any loss incurred by you in respect of any such content, advice, goods or services.
- 9.13. Should a beneficiary suffer a loss as a result of any matters referred to in 9.4 or your failure to follow the instructions detailed in paragraph 4.8 or of any breach by you of any of these Terms, you or your estate will indemnify us in respect of any claim made by that beneficiary that causes us or the Metamorph Group any losses.
- 9.14. Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
- 9.14.1. Death or personal injury caused by our negligence;
 - 9.14.2. Fraud or fraudulent misrepresentation;
 - 9.14.3. Any losses caused by wilful misconduct or dishonesty; and
 - 9.14.4. Any other losses which cannot be excluded or limited by applicable law.