Power of Attorney Service
Vicarage Court 160 Ermin Street
Swindon
Wiltshire
SN3 4NE
powerofattorneyservice.co.uk

POWER OF ATTORNEY SERVICE: TERMS OF BUSINESS

INTRODUCTION

These Terms of Business apply to the online Lasting Power of Attorney service ("the Online LPA Service") provided by Dead Easy Legal Ltd, trading as Power of Attorney Service (hereinafter referred to as "the Company") through its website at https://powerofattorneyservice.co.uk/ ("the Website"). It is important that you are fully informed as to how your order will be managed. You are advised to read these Terms carefully and to download or print a copy for future reference.

In these Terms, "you" means the person placing the order and, where different, each person for whom a Lasting Power of Attorney ("LPA") is being prepared ("the Donor"). "Attorney", "Replacement Attorney", "Certificate Provider" and "Person to Notify" have the meanings given to them under the Mental Capacity Act 2005 and in the forms prescribed by the Office of the Public Guardian ("the OPG").

The Company reserves the right to amend these Terms from time to time. The version of these Terms that applies to your order is the version displayed on the Website at the time you place your order. Where any change may affect an order that is already in progress, you will be notified by email.

Before placing your order you will be asked to confirm, by ticking the relevant box on the Website, that you have read, understood and accepted these Terms. Work cannot commence on your behalf until these Terms have been accepted and payment has been received. Where you make payment for the Online LPA Service, such payment shall also constitute acceptance of these Terms in full.

About Us

The Online LPA Service is provided by Dead Easy Legal Ltd, trading as Power of Attorney Service, a company registered in England and Wales under company number 13269615, whose registered office is at Vicarage Court, 160 Ermin Street, Swindon, Wiltshire, SN3 4NE.

VAT registration number: 399 910 536

You can contact us by email at progress@powerofattorneyservice.co.uk

The Service that we provide

The Online LPA Service allows you to prepare one or both of the following types of LPA for use in England and Wales:

- Lasting Power of Attorney for Property and Financial Affairs; and
- Lasting Power of Attorney for Health and Welfare.

You will complete an online questionnaire on the Website giving the details of the Donor, the Attorneys, any Replacement Attorneys, the Certificate Provider, any Persons to Notify, and any preferences or instructions. The Company will prepare your LPA(s) strictly in accordance with the information you enter. All documents are prepared in line with the forms and guidance issued by the OPG and with best practice principles recognised by the Society of Trust and Estate Practitioners (STEP).

Before your documents are finalised, an Order Summary (the report the Website emails you once payment has been received) will be displayed on the Website and sent to you by email. It will set out the key information to be included in your LPA(s), including (but not limited to) the names, dates of birth and addresses of each person named, how your Attorneys are to act, and any preferences or instructions. You must check the Order Summary carefully. The Company will rely entirely on the information you provide and does not independently verify it.

A member of the Company's team will review your completed LPA(s) for completeness and for obvious errors or inconsistencies that could cause the OPG to reject the application (for example, missing information or instructions that the OPG is unlikely to accept). Where we identify an issue, we will contact you by email. This review is a check of the form, not legal advice on the suitability of your choices.

Your draft LPA(s) will be sent to you by email in PDF format for review and approval. A period of seven (7) days from the date the drafts are made available will be allowed for you to review them and request any amendments. If no amendments are requested within this period, the drafts will be deemed approved and the Company will issue the final documents for signing. The Company will correct any errors arising from its own mistake free of charge; amendments arising from changes to, or errors in, the information you provided may be subject to an additional fee.

The Company aims to make your final documents available within four working days of receiving your completed questionnaire and payment. This is an estimate only and is not guaranteed.

What you will receive

Depending on the package you select at the time of ordering, you will receive:

- Email confirmation of your order and a copy of these Terms.
- Your completed LPA(s), ready to be printed, signed and witnessed
    1. If you require any of our additional services, contact needs to be made by emailing progress@powerofattorneyservice.co.uk
- Clear step-by-step instructions on the order in which the LPA(s) must be signed and witnessed, and by whom.
- Where you have selected the Registration Service (our Prepared, checked and handled package), submission of your signed LPA(s) to the OPG on your behalf and email updates on the progress of the application.

Signing, Witnessing and Registration

An LPA is not valid and cannot be used until it has been correctly signed, witnessed and registered by the OPG. The LPA must be signed in the correct order: first by the Donor, then by the Certificate Provider, then by each Attorney and Replacement Attorney. The Donor must sign before any other person. Each signature must be witnessed where the form requires it, and an Attorney or Replacement Attorney may not act as witness to the Donor's signature.

The Company does not supervise or attend the signing of your LPA(s). It is your responsibility to ensure that the documents are signed and witnessed correctly and in the right order, following the instructions provided. Errors in signing or witnessing are the most common reason for LPAs being rejected by the OPG.

Where you have selected the Registration Service, you must return the fully signed original LPA(s) to the Company by post to our address below. The Company will check the documents and submit them to the OPG. Where we check your signed LPA(s), the first check is included. If we find mistakes, each further check of the corrected documents costs £75 including VAT and return postage. Where you have selected the Prepared and checked package, you are responsible for submitting the LPA(s) to the OPG yourself.

Registration is carried out by the OPG, not by the Company. The OPG's processing times are outside the Company's control and may be several weeks or months. The OPG may reject or return an application, or ask for further information. Where this is due to an error made by the Company in preparing the documents, the Company will correct the documents and resubmit them at no

additional cost to you, and will reimburse any additional OPG fee incurred as a direct result of that error. Where the rejection is due to incorrect signing or witnessing, inaccurate information you provided, or any other reason outside the Company's control, any further OPG fee and any fee charged by the Company for re-preparing the documents will be payable by you.

Where the OPG introduces new or alternative procedures for making or registering LPAs (including online signing or identity verification under the Powers of Attorney Act 2023), the Company may adapt the Online LPA Service to follow those procedures and will tell you what, if anything, you need to do differently.

Mental Capacity and the Certificate Provider

The Donor must have the mental capacity to make an LPA at the time of signing it and must make it voluntarily, free from fraud or undue pressure. The Company does not meet the Donor and does not assess mental capacity. Where you place an order on behalf of another person, you confirm that the Donor has asked you to do so, that the Donor wishes to make the LPA(s), and that the Donor will review the documents before signing them.

Every LPA must include a certificate from a Certificate Provider confirming that the Donor understands the LPA and is not being pressured into making it. It is your responsibility to choose a suitable Certificate Provider who meets the OPG's requirements (someone the Donor has known well for at least two years, or a person with relevant professional skills) and who is not an Attorney, a Replacement Attorney, a family member of the Donor or of any Attorney, or otherwise excluded. The Company does not act as Certificate Provider.

If you have any concerns about the Donor's capacity, or if the Donor's circumstances are complex, you should seek advice from a solicitor or other suitably qualified professional before proceeding.

Joint Orders

These provisions apply where LPAs are ordered for more than one Donor in a single order (for example, where a couple each make LPAs appointing one another). Orders are accepted on the basis that the Company is acting for all Donors jointly in connection with the order. In such circumstances, information received from any one Donor will not be treated as confidential as between the Donors and may be disclosed to the other Donor(s) where relevant to the order.

It is understood that, at the time of the order, no conflict of interest exists that would prevent the Company from acting for all Donors. In the event that a conflict of interest arises at any stage, the Company reserves the right to cease acting for one or all Donors. This includes, but is not limited to, circumstances where one Donor seeks to change their LPA without the knowledge of the other Donor(s).

What we DO NOT provide

The Online LPA Service is a document preparation service. The Company does not:

- provide legal, financial or tax advice on whether an LPA is right for you, on who you should appoint, or on the effect of your preferences or instructions;
- assess the Donor's mental capacity, or supervise the signing and witnessing of the documents;
- act as Attorney, Replacement Attorney or Certificate Provider;
- prepare LPAs for use outside England and Wales (separate documents are required in Scotland and Northern Ireland), Enduring Powers of Attorney, General Powers of Attorney, or applications to the Court of Protection; or
- update, revoke or replace your LPA(s) if your circumstances change.

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The situations below are examples of changes in circumstances where we recommend that you consider whether your LPA(s) remain suitable and contact us or another professional:

- the death, loss of capacity or bankruptcy of an Attorney or Replacement Attorney (bankruptcy ends an Attorney's appointment under a Property and Financial Affairs LPA);
- separation, divorce or dissolution of a civil partnership where your spouse or civil partner is an Attorney (divorce or dissolution may end their appointment unless the LPA provides otherwise);
- an Attorney no longer being willing or able to act; or
- a change in the Donor's wishes regarding their finances, property, health or care.

This list is not exhaustive. A registered LPA cannot simply be amended; in most cases a new LPA must be made. Any work required as a result of a change in circumstances will be subject to a separate fee.

Our charges

The fee for the Online LPA Service is the price displayed on the Website at the time you place your order and will be confirmed in your order confirmation email. All prices are inclusive of VAT.

In addition to the Company's fee, the following cost is payable to the OPG and is not included in the Company's fee unless expressly stated at checkout:

- the OPG registration fee, currently £92 per LPA (so £184 where both a Property and Financial Affairs LPA and a Health and Welfare LPA are registered per person). The OPG sets this fee and may change it. Reductions or exemptions may be available to Donors on a low income or in receipt of certain means-tested benefits; applications for a reduction or exemption are made to the OPG and are decided by the OPG, not by the Company.

You pay the OPG fee directly to the OPG. We never collect it. Any refund of an OPG fee is a matter for the OPG under its own policies.

Responsibility for the payment of all fees and disbursements rests with you. Where an order is placed for more than one Donor, those Donors shall be jointly and severally liable for all fees and disbursements relating to that order.

The Company may, where appropriate, collect fees on behalf of third-party organisations engaged in connection with your order. Any such fees will be clearly identified and itemised. The Company accepts no responsibility for the services provided by those third parties, and any contractual relationship in respect of such services shall be between you and the relevant third party.

Payment

Payment is made online at the time of ordering by debit or credit card through a secure third-party payment provider. The Company does not see or store your full card details. Payment of all fees is required in full before work commences.

The timely provision of all information requested by the Company is essential to the completion of your order. If you do not complete the online questionnaire, respond to our queries, or return your signed documents within two months of placing your order, having been reminded by email, the Company reserves the right to treat the order as concluded. In such circumstances, fees for work already carried out shall remain payable and no refund shall be due, save as required by law.

Your Right to Cancel

As you are entering into this contract online, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel it within fourteen (14)

days of the day after the contract is made, without giving any reason. The contract is made when your payment is taken.

To cancel, you must tell us clearly, by email to progress@powerofattorneyservice.co.uk or in writing to the address below, before the cancellation period ends. You may use the model cancellation form provided with your order confirmation, but you do not have to.

When placing your order you will be given a choice:

- **Start immediately.** You may expressly ask us to start work straight away. If you then cancel within the 14 days, you will be asked to pay for the work carried out up to the date you told us you wished to cancel, and the balance will be refunded. If the service has been fully performed (that is, your final documents have been issued to you) within the 14 days, you will have lost your right to cancel, provided you acknowledged this when you ordered.
- **Wait 14 days.** You may choose that no work begins until the 14-day cancellation period has ended. After that, the Company will proceed with your order and you will no longer be able to cancel under these Regulations. Your Order Summary is still emailed to you straight after payment: it is the record of your order, not work on your documents.

  Please note: an LPA can only be made while the Donor has the mental capacity to make it. If you choose to wait until the 14-day cancellation period has ended, and during that period the Donor dies or loses capacity, the LPA cannot be made, and no claim may be brought against the Company by the Donor, their estate or any other person as a result of that choice.

Any refund due will be made within fourteen (14) days of your cancellation, using the same payment method you used to pay. Any OPG fee that has already been paid to the OPG on your behalf can only be refunded in accordance with the OPG's own policies. Your statutory rights are not affected.

After Sales

Upon receipt of your documents, you should review them carefully to ensure that all details are accurate and reflect the information you provided. Any errors, omissions or requested amendments must be notified to the Company as soon as reasonably possible and, in any event, before the documents are signed.

The Company will correct any drafting errors arising from its own mistake at no additional cost. Amendments required as a result of inaccurate, incomplete or changed information may be subject to an additional fee. Once an LPA has been signed, most changes will require the affected pages or the whole document to be re-signed; once registered, most changes will require a new LPA.

Responsibility for checking the accuracy and completeness of the documents, and for signing and witnessing them correctly, rests with you. The Company shall not be liable for any issue arising from a failure to review the documents, to notify the Company of any discrepancy, or to follow the signing instructions provided.

Once your LPA(s) have been registered, the OPG will return the registered documents to the Donor. You should keep the registered originals safe. An Attorney will need to show the registered LPA to banks, care providers and other organisations; the OPG also provides an online "use an LPA" service allowing Attorneys to share access codes with organisations. The Company remains available to answer any queries you may have in relation to your documents.

Identification Requirements and Money Laundering

We may be required by law to obtain satisfactory evidence of the identity of the Donor and/or any other person named in your LPA(s). The Office of the Public Guardian (OPG) may also require identity checks as part of the registration process. For each person, we will require one form of

photographic identification (such as a current passport or photocard driving licence) and one form of proof of residential address (such as a utility bill, council tax bill or bank statement dated within the last three months). You agree to provide, and to ask the other people named to provide, such evidence promptly when requested.

Although these are our standard requirements, the circumstances of each order may differ. We therefore reserve the right to request further documentation where we consider it appropriate in order to comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any other applicable legislation or regulation.

Confidentiality and Data Protection

The Company will collect and use personal information about the Donor, the Attorneys, the Certificate Provider, any Persons to Notify and any other person named in your LPA(s) in order to prepare and, where applicable, register the documents. For more information, please see our Privacy Notice at https://powerofattorneyservice.co.uk/privacy/.

Where you provide information about other people, you confirm that you are entitled to do so and that you will tell them that their information has been passed to the Company and where they can find our Privacy Notice.

All information supplied to us shall be treated as confidential, unless we are required to disclose it on your instructions (implied or express), by an order of the Court, or under any law, regulation or other statutory exception. Your personal information is held in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. You have a right of access to the information we hold about you and the other rights set out in our Privacy Notice.

It will be necessary to share your personal information with the OPG in order to register your LPA(s), and with trusted third parties who help us to provide the Online LPA Service (for example, our website hosting, payment, identity verification and document storage providers). The Company may also be subject to audit or quality checks by outside organisations, and information may be passed to the authorities where we are legally required to do so. All such third parties are required to keep your information confidential and to comply with data protection law.

An LPA for Health and Welfare, and any preferences or instructions you include, may contain information about health, which is special category data. We will use this information only to prepare and register your LPA(s) and will not disclose it to anyone other than the OPG and the providers described above without your permission, unless required by law.

The Company will correspond with you by email. Please note that email is not a fully secure method of communication. Whilst the Company uses anti-virus software and appropriate security measures, it cannot be held responsible for risks arising from emails, including emails that are misdirected or not received by you.

Record Retention

The Company will retain your order records, including copies of your LPA(s), for seven years from the completion of your order, or for longer where required by law, after which they will be securely destroyed. The Company does not hold original signed LPAs after they have been submitted to the OPG and returned.

Should you require us to provide further copies of your documents after your order is complete, or to send copies to you or any third party by post, we may make a reasonable charge for doing so. We will not release your documents to any third party without your written consent, and we may require proof of identity from anyone requesting them.

Complaints

The Company is committed to providing a high standard of service. However, if for any reason you are dissatisfied, any complaint should be raised as soon as possible and, in any event, within three months of the completion of your order. In the first instance, please contact our customer service team at progress@powerofattorneyservice.co.uk who will seek to resolve the matter promptly and informally where possible.

If the matter cannot be resolved to your satisfaction at this stage, you may request that your complaint be escalated in accordance with the Company's formal complaints procedure. A copy of the procedure is available upon request.

Formal complaints should be submitted in writing to:

The Managing Director, Power of Attorney Service, Vicarage Court, 160 Ermin Street, Swindon, Wiltshire, SN3 4NE. Email: progress@powerofattorneyservice.co.uk, with 'Formal complaint' in the subject line.

The Company will acknowledge receipt of your complaint within a reasonable timeframe and will aim to provide a full response following a thorough investigation.

If, having exhausted the Company's formal complaints procedure, you remain dissatisfied, details of any applicable alternative dispute resolution (ADR) scheme will be provided at that stage, in accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015. This does not affect your right to bring a claim through the courts.

Please note that the OPG is responsible for the registration of LPAs. Concerns about the OPG's handling of your application, or about the conduct of an Attorney, should be raised directly with the OPG.

Explanation of Terms

If you are unclear as to the nature and/or extent of either our or your obligations under these Terms, or you require further information, please contact us at progress@powerofattorneyservice.co.uk before placing your order.

Conflicts of Interest

The Company is committed to identifying and managing conflicts of interest to ensure that the interests of its clients are not compromised. Where the Company becomes aware of any actual or potential conflict of interest, it will take appropriate steps to assess the situation and will notify you whenever necessary.

In circumstances where a conflict cannot be appropriately managed, the Company reserves the right to cease acting for one or more parties. The Company also reserves the right to decline or cease acting where it has reason to believe that a Donor lacks capacity, is being pressured into making an LPA, or that an order is being placed without the Donor's knowledge or agreement.

Certain legal and regulatory requirements, including those arising under the Money Laundering Regulations, may give rise to circumstances in which the Company is required to decline to act or to cease acting without providing further explanation.

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Limit on our Liability

In respect of the work we undertake, we limit our potential liability to you to £2M. In placing your order, you accept that in the event of our negligence or breach of contract, you cannot claim more than that sum from us or our insurers, and that you have no claim against any of our staff personally. In respect of any claim or potential claim against us, we limit the time you have in which to claim to 3 years from the date of the alleged act or omission or 12 months from the date you became aware of it, as appropriate.

The Company shall not be liable for any loss arising from: inaccurate or incomplete information provided by you; incorrect signing or witnessing of the documents; the Donor lacking capacity or being subject to undue influence; the acts or omissions of any Attorney; or any delay, rejection or decision of the OPG that is not caused by the Company's error.

The Company does not exclude or limit its liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited. Nothing in these Terms is intended to limit your statutory rights as a consumer, including under the Consumer Rights Act 2015. Subject to the foregoing, the Company shall not be liable to you for any indirect or consequential loss, or for loss of profit or loss of opportunity, arising out of or in connection with its services, save to the extent such loss was a direct and reasonably foreseeable consequence of the Company's breach.

Changes in the Law

The Company will prepare your LPA(s) in accordance with the law and OPG requirements in force at the time. Unless we have specific instructions from you in writing to do so, we will not contact you about later changes in the law or OPG procedure which might affect your LPA(s).

Advice

The Online LPA Service is an administrative document preparation service. It does not constitute regulated legal or financial advice. The Company works in conjunction with a network of independent professional advisers, including (but not limited to) solicitors, tax advisers and financial advisers, who may be able to provide specific advice where required. Any such advice will be provided separately by those professionals, and not by the Company.

The Online LPA Service may not be suitable where a Donor's circumstances are complex, for example where the Donor owns a business, holds assets overseas, is a trustee, has concerns about capacity, or wishes to include detailed or unusual instructions. In such cases we recommend that you seek professional advice before proceeding.

Our Secure Client Communication Channels

The Company takes the security of your personal information extremely seriously. While email is a convenient method of communication, it is not a fully secure channel and may be vulnerable to interception. For this reason, you are strongly advised to enter sensitive information only through the secure forms on the Website, and not to send it by email.

The Company will never ask you to send proof of identity, proof of address or bank details by standard email, and will never ask you to make a payment by bank transfer to a new account by email. Where identity checks are required, you will receive separate instructions on how to provide the documentation through a secure system. If you are ever unsure about a request for information or payment, please contact the Company directly using the details on the Website before responding.

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Regulatory Status and Professional Indemnity Insurance

The Company provides administrative estate planning services and is not a firm of solicitors authorised and regulated by the Solicitors Regulation Authority. The preparation of LPAs and their submission to the OPG for registration are not reserved legal activities, and are carried out by the Company directly. The Company holds professional indemnity insurance appropriate to the services it provides; details are available on request.

General Provisions

Governing Law and Jurisdiction

These Terms, and any matter arising out of or in connection with them, are governed by the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction, save where you are a consumer resident elsewhere in the UK and mandatory local consumer protection law provides otherwise.

Entire Agreement and Severability

These Terms, together with your order confirmation and Order Summary, set out the entire agreement between you and the Company in relation to your order, and supersede any prior discussions or representations on the same subject, save for any fraudulent misrepresentation. If any provision of these Terms is found by a court or regulator to be unenforceable or invalid, that provision shall be limited or removed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

Assignment

You may not assign, transfer or sub-contract any of your rights or obligations under these Terms without the Company's prior written consent. The Company may assign or transfer its rights and obligations under these Terms, including in connection with a sale, merger or restructuring of its business, provided that your rights under these Terms are not materially diminished as a result.

Events Beyond Our Reasonable Control

The Company shall not be liable for any delay or failure to perform its obligations under these Terms to the extent that such delay or failure arises from circumstances beyond its reasonable control, including, but not limited to, delays caused by the OPG, postal or courier services, failure of the internet, third-party hosting or payment systems, cyber-attacks, industrial action, or other circumstances of a similar nature. Where such circumstances arise, the Company will notify you as soon as reasonably practicable and will take reasonable steps to minimise any resulting delay.

Third Party Rights

Save where these Terms expressly provide otherwise (for example, in relation to joint orders), these Terms are made for the benefit of you and the Company only, and no other person, including any Attorney or Certificate Provider, shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

Termination

Without affecting your right to cancel described above, either you or the Company may terminate the Company's engagement at any time by notice in writing (including by email). Where you terminate after work has commenced, you remain liable for fees and disbursements properly incurred up to the date of termination. The Company may terminate or suspend its engagement immediately, by notice in writing, where: fees due are not paid; you fail to provide information or documents necessary to progress your order within a reasonable time of being asked; the Company has reason to believe the Donor lacks capacity or is being pressured; a conflict of interest arises

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which cannot be appropriately managed; the Company is required to cease acting by law or regulation; or you act, or are reasonably believed to be acting, in a manner that is abusive, threatening, or otherwise makes it inappropriate for the Company to continue to act. Termination does not affect any rights or obligations that have already accrued, including your obligation to pay for work properly carried out up to that point.