

Select wills

TERMS AND CONDITIONS

Revision v1.2, dated 26th May 2025

© Select Wills Ltd (Company number 16374727)

Registered office address

Censeo House, 6 St Peter's Street

St Albans, AL1 3LF

Contents

1.	What's in these terms?	1
2.	Who we are and how to contact us?	1
3.	Who can buy an online will?	1
4.	When do these terms apply?	1
5.	The Service	2
6.	Your Responsibilities	3
7.	Our Responsibilities	4
8.	There are other terms that apply to you	4
9.	We may make changes to these terms	4
10.	We may make changes to our site	5
11.	We may suspend or withdraw our site	5
12.	We may transfer this agreement to someone else.....	5
13.	Our site is only for users in England and Wales	5
14.	You must keep your account details safe	5
15.	How you may use material on our site	6
16.	No text or data mining, or web scraping.....	6
17.	Rules about linking to our site	7
18.	Uploading content to our site	7
19.	Rights you are giving us to use material you upload	8
20.	User-generated content is not approved by us.....	8
21.	Do not rely on information on this site	8
22.	We are not responsible for websites we link to.....	8
23.	We are not responsible for viruses	8
24.	You must not introduce viruses	9
25.	Private use only	9
26.	Complaints	9
27.	How we may use your personal information.....	11
28.	Which country's laws apply to any disputes?	11

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE

1. What's in these terms?

These terms tell you the rules for using our website <https://selectwills.com/> (our site).

2. Who we are and how to contact us?

selectwills.com is a site operated by Select Wills Ltd (**We**). We are registered in England and Wales under company number 16374727 and have our registered office at Censeo House, 6 St Peter's Street, St Albans, United Kingdom, AL1 3LF. Our main trading address is Censeo House, 6 St Peter's Street, St Albans, AL1 3LF.

SELECT WILLS LTD IS NOT A LAW FIRM AND WE ARE NOT REGISTERED WITH OR REGULATED BY THE SOLICITORS REGULATION AUTHORITY.

We are an online service providing a service that enables you to draft your own will. There is no solicitor-client relationship between us. Select Wills Ltd is not a law firm or a substitute for a solicitor's advice about estate or tax planning.

We are a limited company.

To contact us, please email info@selectwills.com

3. Who can buy an online will?

Our site is not available to everyone. In order to register for our service, you must:

Be aged 18 years old or over.

Be a permanent resident in the United Kingdom.

Be able to read and understand the will you create.

4. When do these terms apply?

By using our site, you confirm that you accept these terms of service and that you agree to comply with them.

Paying for your will means that you agree to these terms and have read and understood our privacy policy. We accept your order when you pay, and at this point a contract is

formed between you and us. Unless we both agree otherwise, our contract will terminate automatically once we've provided the Service to you.

Under the Consumer Protection (Distance Selling) Regulations 2000 and the Provision of Services Regulations 2009, you have the right to cancel any contract made over the internet within the first 14 days of the contract being made. If you wish to cancel your will after we have accepted your order and you have paid, please confirm your wish to cancel, along with your reasons for doing so, by sending an email to cancellations@selectwills.com.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

5. The Service

Option One – INCLUDED IN THE SERVICE:

- Includes access our Questionnaires so that you can write your will by answering key questions on your wishes, including naming Beneficiaries, Executors and Trustees and specific gifts and administration preferences. It is important that you provide correct and accurate information to us, for example about the identity of all the parties that feature in your will. It is your responsibility to check your will to ensure it is correct and fully reflects your wishes.
- Enables you to create your own draft will in English that you have written using our templates for use in either England or Wales.
- A preview of your draft will will be available for immediate download as soon as you have answered all the Questionnaires on our site.
- Full access to your draft will will be available for immediate download as soon as you have answered all the Questionnaires on our site and purchased your will.
- Instructions on how to sign your will.
- Review of your draft will by a solicitor within 7 days to check that your will makes sense, does not contain any obvious errors or contradictions and that it sets a clear, unambiguous record of your wishes. Please note, we are **not** responsible for identifying all errors because your will is created based on the information supplied by you. You are responsible for ensuring that the will is fit for your own purposes and for the accuracy of the names and addresses of the people referred to in it.

Option Two – INCLUDED IN THE SERVICE:

Everything in Option One, plus:

- We will print, bind and post your will to you with instructions on how to sign the will.

NOT INCLUDED IN THE SERVICE:

The following is **not** included in the Service:

Your will is **not** capable for use as a will outside of England and Wales.

We cannot verify that the answers you give are accurate and true.

We do **not** verify your identity, or the identity of those named in your document or those that sign it.

We do not check your testamentary and/or mental capacity or those that sign your will. We recommend that you seek written confirmation from a doctor if you are worried that your testamentary and/or mental capacity may be challenged by anyone who is left out of your will.

As we will not be present when you sign your will, we cannot and do **not**:

Check whether you knew, understood and approved the contents of your document;

Check whether you are or were subject to any undue influence when using our service or signing your document

Supervise the signing process/execution of your will.

We do **not** retain your original will after it has been signed by you.

We do not provide estate planning tax advice, including in relation to inheritance tax. If you require estate planning tax advice, we strongly recommend you seek this advice from a tax specialist authorised to provide financial advice.

Future changes to the law, taxation or regulation may mean that your will could become out of date. It is not our responsibility to notify you of changes in the law, taxation or regulation, or the impact of these changes on your will. You are responsible for future reviews of the terms of your will to ensure it is up to date, complete and accurate.

6. Your Responsibilities

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

You are responsible for maintaining the confidentiality of your Select Wills account and password and for restricting access to your computer. You should take all necessary steps to ensure that your password is kept confidential and secure.

7. Our Responsibilities

Confidentiality

Unless required by law or permitted by these standards and terms of service, we will not disclose to a third party without your prior consent any information concerning your affairs that we receive from you for the purpose of providing our services. This restriction will not apply where the relevant information is already in the public domain.

If we are required as a matter of law to refer any information concerning your affairs to relevant authorities, we may not be permitted to disclose this fact to you. You agree that we may disclose information from your file to our professional indemnity insurers where circumstances need to be notified to our insurers in relation to your matter.

Conflicts of interest

We recognise the importance of ensuring that no potential or actual conflict arises between your interests and the interests of any other Customer or Select Wills Ltd. If a conflict does arise, we may need to decline the use of our service. Should this happen we will discuss it with you to agree the way forward.

Our liability to you

Select Wills Ltd owes you a duty to act with reasonable skill and care in the services we provide to you. Our directors, members, employees and consultants owe you no personal liability, under a duty of care or otherwise, for the work they do for you on behalf of Select Wills Ltd and you agree to exclude any such duty or liability from our contract with you. Any claim you make against us may therefore only be made against Select Wills Ltd and not against any director, member, employee or consultant of this firm. Select Wills Ltd has professional indemnity insurance in place, with a Limit of Indemnity of £2,000,000 (two million pounds) for any one Claim. Our professional indemnity insurance protects Select Wills Ltd against claims made by customers or third parties alleging negligence or errors in our professional services, including advice or expertise. It covers legal costs, expenses, and damages awarded in such claims.

8. There are other terms that apply to you

These terms of service refer to the following additional terms, which also apply to your use of our site:

Our Privacy Policy, which explains how we collect, use and store your personal data.

9. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

10. We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

11. We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of service and other applicable terms of service, and that they comply with them.

12. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13. Our site is only for users in England and Wales

Our site is directed to people residing in England and Wales. We do not represent that content available on or through our site is appropriate for use or available in other locations.

14. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of service.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at dataprotection@selectwills.com.

15. How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these terms of service, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

16. No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site [for any purpose, including the development, training, fine-tuning or validation of AI systems or models]. This includes using (or permitting, authorising or attempting the use of):

Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same.

Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

You shall not use, and we do not consent to the use of, our site, or any data published by, or contained in, or accessible via, our site or any services provided via, or in relation to, our site for the purposes of developing, training, fine-tuning or validating any AI system or model.

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Our site, its content and any services provided in relation to the same is only targeted to, and intended for use by, individuals located in England and Wales (each, a **Permitted Territory**). By continuing to access, view or make use of our site and any related content and services, you hereby warrant and represent to us that you are located in a Permitted Territory.

17. Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects our Acceptable Use Policy.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@selectwills.com

18. Uploading content to our site

Whenever you make use of a feature that allows you to create content directly on our site, you must comply with the standards set out in our Acceptable Use Policy.

You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We will consider any content you upload to our site to be non-confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to others.

We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our site violates their intellectual property rights or their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the acceptable use standards set out in our Acceptable Use Policy.

If you wish to contact us in relation to content you have uploaded to our site and that we have taken down, please contact dataprotection@selectwills.com.

19. Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media to expire when the user deletes the content from our site.

20. User-generated content is not approved by us

Our site may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

21. Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

22. We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

23. We are not responsible for viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

24. You must not introduce viruses

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site or any other equipment or network connected with our site. You must not interfere with, damage or disrupt any software used in the provision of our site or any equipment or network or software owned or used by any third party on which this site relies in any way. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit 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 site will cease immediately.

25. Private use only

We only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

26. Complaints

a. How to make a Complaint?

At Select Wills Ltd, we are committed to providing high-quality legal will drafting services. We make every effort to fulfil our obligations. However, occasionally misunderstandings may arise. If you need to make a complaint, we want to hear from you so we can resolve the issue fairly and promptly. If you are dissatisfied with any aspect of the service you have received, please contact us in writing via:

Email: Matthew.McIllmurray@selectwills.com

Post: Select Wills Ltd, Censeo House, 6 St Peter's Street, St Albans, AL1 3LF

Phone: 07551157114 (we may still request written confirmation of your complaint)

b. What Will Happen Next?

We will acknowledge your complaint within 5 working days. Your complaint will be reviewed by the Director, Matthew McIlmurray. We will investigate the matter thoroughly, including a review of the relevant file and correspondence. We may contact you for further information or to discuss your concerns directly.

c. Our Response

We hope to be able to resolve all complaints internally as swiftly as possible. You will receive a full written response within 8 weeks of your initial complaint. The response will explain our findings, any proposed resolution or redress, and what to do next if you remain dissatisfied.

d. What if You're not Satisfied?

If we are unable to resolve your complaint you may be able to ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

The Legal Ombudsman's contact details are:

Telephone: 0300 555 0333 Minicom: 0300 555 1777

Website: www.legalombudsman.org.uk

Post: Legal Ombudsman PO Box 6167, Slough, SL1 0EH

The Solicitors Regulation Authority can help you if you are concerned about the behaviour of our Director, Matthew McIlmurray. This could be for things like dishonesty, taking or

losing your money or treating you unfairly because of your age, a disability or other characteristic. You can raise your concerns directly with the Solicitors Regulation Authority.

27. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

28. Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.