

## **ALZHEIMER'S SOCIETY - WILL TO REMEMBER SCHEME TERMS AND CONDITIONS ('TERMS') (FOR MEMBERS OF THE PUBLIC)**

### **INTRODUCTION**

1. Will to Remember (the '**Scheme**') offers people aged 18 and over, who are resident in England, Wales and Northern Ireland the chance to write or update their Will (a legal document of wishes primarily in relation to the distribution of their property after their death), using an independent firm of solicitors which is paid for by Alzheimer's Society.
2. Please read these Terms carefully before using the Scheme. These Terms tell you the rules for the Scheme, which you agree to be bound by when using the Scheme. If you do not agree to these Terms, please do not use the Scheme. Please note that these Terms are reviewed and amended from time to time you can ensure that you have the latest version of the Terms by accessing them via [www.alzheimers.org.uk/will-to-remember-terms](http://www.alzheimers.org.uk/will-to-remember-terms)
3. Alzheimer's Society is a registered charity (no. 296645) and a company limited by guarantee (no. 2115499) ('**Alzheimer's Society**', '**us**', or '**we**'). Our registered address is: 43-44 Crutched Friars, London EC3N 2AE. We are also registered with the Fundraising Regulator.
4. If you have questions or otherwise need to contact us, please get in touch by emailing our team at [wills@alzheimers.org.uk](mailto:wills@alzheimers.org.uk).

### **THE SCHEME**

5. Through the Scheme we cover costs of making Wills as a fundraising initiative to encourage people to leave a gift to us in their Will. We hope that you will consider leaving us a gift in your Will if you use the Scheme, however there is no obligation to do so.
6. A number of firms of solicitors (including any individual solicitors) across England, Wales and Northern Ireland are members of our Scheme ('**Firms**'). When you sign up to use the Scheme, we provide you with details of Firms in your area that you can instruct to write or update your Will. We do not recommend a particular Firm to you and you must choose who to instruct.
7. Services provided by the Firms are provided under the terms and conditions of the applicable Firm and not Alzheimer's Society, and the Scheme does not provide you with legal advice. It is your responsibility to review and accept the terms and conditions of any Firm before confirming your instructions and/or receiving any services from that Firm.
8. All Firms must be regulated by either the Solicitors Regulation Authority (the regulator for solicitors in England and Wales) or The Law Society of Northern Ireland.
9. The Firm that you instruct are independent. They are entirely responsible to you for the advice that they provide, and Alzheimer's Society has no liability arising from the supply of any such services from the relevant Firm. They are required to act solely in your interests and only on your instructions. Your solicitor is responsible for ensuring that you fully understand the effects of your Will and that your Will reflects your wishes and intentions.

10. We provide the Scheme to you on the basis of these Terms. Each time you use the Scheme you will be asked to review and agree to these Terms and you should check the Terms for any updates each time you use the Scheme.
11. Although we make reasonable efforts to update the information relating to the Scheme, we make no representations, warranties or guarantees, whether express or implied, that the content on our website relating to the Scheme is accurate, complete or up to date.
12. We are not responsible for websites we link to through the Scheme and we have no control over the contents of those sites or resources. It is your responsibility to review any terms and conditions for any linked websites.
13. Any information and/or materials supplied by third parties through the Scheme has not been verified by Alzheimer's Society for accuracy or completeness, nor have they necessarily been endorsed or approved by Alzheimer's Society. Any views expressed by any Firms through the Scheme do not necessarily represent our views or values.
14. You understand and acknowledge that employees, volunteers and representatives of the Society are not qualified to offer professional advice in connection with your Will and should not witness your Will, you agree that you will not request employees, volunteers and representatives of the Society to witness or to provide advice on your Will and that you will rely solely on the advice given by the relevant Firm.

## **YOUR WILL**

15. A "Simple" Single or Mirror Will can be prepared at no cost to you. We will pay the Firm you choose to instruct either £125 plus VAT for preparing a Simple Single Will or £175 plus VAT for preparing a Simple Mirror Will, regardless of what that Firm's ordinary rates are for preparing such Wills for clients outside of the Scheme.
16. A "Simple" Single or Mirror Will is generally a straightforward Will which does not contain complex estate or trust issues. Please note that what constitutes a Simple Will is at the discretion of each Firm and may vary. Your solicitor will need to confirm to you that your Will requirements come within the scope of a "Simple" Single or Mirror Will (as applicable).
17. If your Will is not a "Simple" Will because it is deemed to be complex, your solicitor will advise you of this before carrying out any work. However, the solicitor may still offer to prepare your Will using our Scheme. In this case, you would pay the difference in cost between your solicitor's fees for preparing the Will and their ordinary rates for a Simple Will. We would pay the Firm the rates referred to in paragraph 14 above. Your solicitor would confirm any costs that you would incur before carrying out any work.
18. In all cases your solicitor will ask you if you wish to leave us a gift in your Will. We hope that you will consider leaving us a gift, however there is no obligation to do so.

## **LIMITATION OF LIABILITY**

19. Nothing in these Terms shall limit our liability for any liability which cannot be excluded or limited under applicable law.

20. We are not liable for business losses. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. We are not liable for any losses, or any failure or delay in the performance of any obligations under these Terms, due to any actions beyond our reasonable control.

## **OTHER TERMS AND CONDITIONS**

21. We will collect personal information about you when you sign up to the Scheme. Once you have completed your Will, your solicitor will provide us with your name, date of birth and address, as well as details of any gift left to us in your Will. In order to use the Scheme, you are required to supply this personal information to your solicitor and allow them to share it with us. Our collection and use of your personal information is in our legitimate interests as it helps us to administer and monitor the Scheme effectively, which includes contacting you in relation to the Scheme. We will only use your personal information as set out in our [privacy policy](#).

22. In order to benefit from the Scheme, your solicitor must have completed your Will and provided us with the details stated above within six months of you having first signed up to the Scheme.

23. You can use the Scheme up to a maximum of three times.

24. We reserve the right at any time to suspend or withdraw the Scheme, at our sole discretion and with no notice to you. We also cannot promise that any Will that is in the process of being prepared under the Scheme will complete (for example, the Firm preparing the Will may cease to operate or may elect to leave the Scheme).

25. All material relating to the Scheme that we provide is the property of Alzheimer's Society and/or its licensors and is protected by copyright and other intellectual property rights. You are authorised to view and download these materials for your personal, non-commercial use only.

26. These Terms are between you and us. No other person shall have any rights to enforce any of its terms.

27. You need our consent to transfer your rights to someone else. You may only transfer your rights or obligations under these Terms to another person if we agree to this in writing.

28. These Terms can only be varied by written agreement between us and you. No variation of these Terms is effective unless agreed by you and us (or the relevant authorised representative(s) where applicable).

29. If a court finds part of these Terms illegal, the rest will continue in force. Each clause of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

30. These Terms are governed by the laws of England and Wales and you can bring legal proceedings in respect of the Terms in the English courts. Additionally, if you are a consumer living in Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.