

BARCLAYS WEALTH ESTATES & TRUSTS

Will Writing Service General Terms and Conditions

1. Interpretation

In these Terms and Conditions:

- (a) 'BWW' means Barclays Will Writing or its agent or any third party instructed by Barclays Will Writing to act on its behalf in the provision of the Will Writing Service other than Irwin Mitchell.
- (b) BWW is a trading name of Barclays Bank Trust Company Limited.
- (c) 'Irwin Mitchell' means Irwin Mitchell Solicitors of Riverside East, 2 Millsands, Sheffield, S3 8DT.
- (d) 'You' means a person who contracts with BWW and Irwin Mitchell for the provision of a will using the Barclays Will Writing Service and includes the person's partner where a will is also being prepared for them and 'your' shall be construed accordingly.
- (e) 'Partner' means a person's husband, wife, civil partner or partner.
- (f) 'Barclays Additions' includes the Additions account, Additions Plus account, Additions Active account, Premier Life account and any other Barclays account under which the account holder is entitled to a free will in accordance with its Terms.
- (g) 'We', 'us' and 'our' means BWW and Irwin Mitchell.
- (h) These Terms and Conditions are governed by and will be construed in accordance with English law.

2. BWW's role

- (a) Barclays Will Writing Service is a referral service whereby BWW will provide the Will Instruction Form and Irwin Mitchell is responsible for the provision of wills.
- (b) Where the completed Will Instruction Form is returned to BWW, BWW will forward it to Irwin Mitchell and will have no further involvement in the will writing process.
- (c) Where the completed Will Instruction Form is received direct by Irwin Mitchell, BWW will have no involvement in the will writing process other than the provision of the Will Instruction Form.
- (d) Will instructions are only accepted on a 'BWW Will Instruction Form' or such similar form as BWW may supply.
- (e) Instructions by fax or email are not accepted by BWW.
- (f) Documents provided to you by BWW will be sent by first class post to the address provided by you.
- (g) All communication following the receipt by Irwin Mitchell of the Will Instruction Form will be between you and Irwin Mitchell, which includes the clarification of any will instructions. You will have a direct contractual relationship with Irwin Mitchell and Irwin Mitchell will provide you with additional information about this relationship.
- (h) BWW reserves the right, at their complete discretion, to decline to provide the Will Instruction Form to you.

3. BWW's limitations

- (a) BWW is not responsible for the preparation of your will and is under no duty to prepare your will.
- (b) BWW is not responsible for the verification of any of the information provided by you in the Will Instruction Form. For the avoidance of doubt, BWW is not responsible for the verification of your identity, your age or testamentary capacity.

- (c) From the time BWW provides the Will Instruction Form to you, or if BWW receives the completed Will Instruction Form then from the time it is forwarded to Irwin Mitchell, BWW will no longer have any responsibility to you or owe you any duties in respect of the preparation, approval or execution of your will.
- (d) BWW is not responsible for the provision of any advice in connection with the terms of your will or your personal circumstances and is under no duty to provide any advice to you.
- (e) BWW is not responsible for the supervision of the execution of your will and does not have any responsibility to ensure that it is correctly executed.
- (f) BWW does not have any responsibility for the future review of your will. This responsibility rests with you.

4. Barclays Executorship Consultant

- (a) In appropriate circumstances BWW can arrange for a Barclays Executorship Consultant to assist you in completing the Will Instruction Form.

5. Irwin Mitchell's role

- (a) Irwin Mitchell is responsible for the provision of wills referred by BWW.
- (b) A solicitor/client relationship exists between you and Irwin Mitchell as soon as Irwin Mitchell receives your Will Instruction Form.
- (c) Irwin Mitchell is responsible for the preparation of your will after receipt of the Will Instruction Form.
- (d) Irwin Mitchell is responsible for the provision of advice in connection with the preparation of your will and is under a duty to provide advice to you although the provision of advice or other legal services may result in additional fees being paid by you.
- (e) Irwin Mitchell will only accept will instructions on a 'BWW Will Instruction Form' or such similar form as BWW may supply.
- (f) Instructions by fax or email are not accepted by Irwin Mitchell.
- (g) From receipt of the Will Instruction Form by Irwin Mitchell all communication will be between you and Irwin Mitchell.
- (h) Documents provided to you by Irwin Mitchell will be sent by first class post to the address provided by you.
- (i) Irwin Mitchell provides wills in accordance with English law and the formalities for wills that are to be signed under English law.
- (j) Irwin Mitchell reserve the right, at their complete discretion, to decline to provide any will. Where Irwin Mitchell do so decline, Irwin Mitchell will refund any fees paid when Irwin Mitchell notify you of their decision.

6. Irwin Mitchell's limitations

- (a) Irwin Mitchell is not responsible for the verification of any of the information provided by you in the Will Instruction Form. For the avoidance of doubt, Irwin Mitchell is not responsible for the verification of your identity or your age.
- (b) Irwin Mitchell is not responsible for the supervision of the execution of your will and does not have any responsibility to ensure that it is correctly executed.
- (c) Irwin Mitchell does not have any responsibility for the future review of your will. This responsibility rests with you.

7. Fees

- (a) Unless you are a Barclays Additions client entitled to a free will under the Terms of your Barclays Additions account, the fee payable for the provision of your will is that shown in the Will Instruction Form completed by you. Where additional work is carried out by Irwin Mitchell for you or if your will instructions are complex, there may be costs in addition to the fee shown in the Will Instruction Form. An estimate of the cost of any additional work will be provided to you by Irwin Mitchell before any work is commenced and you will be responsible for these costs.
- (b) If you are a Barclays Additions client, under the Terms of your Barclays Additions account you will usually be entitled to a free will and a free annual update through the Barclays Will Writing Service (whereby the will or any codicil is prepared by Irwin Mitchell). If your will requirements are too complex to be accommodated through the standard service, BWW will make a contribution towards the payment of Irwin Mitchell's or any other solicitor's costs for the preparation of your will. If this should arise, you will be advised by BWW of the amount of the contribution to be made by BWW and Irwin Mitchell or the other solicitor will provide you with an estimate of any additional costs which you may be required to make before any work is commenced. For the avoidance of doubt, the contribution by BWW does not extend to the cost of any additional work carried out by Irwin Mitchell or any other solicitor. Although BWW makes this contribution towards Irwin Mitchell's or the solicitor's costs, BWW will not be the solicitor's client. You will have a direct contractual relationship with the solicitors which will include, amongst other matters, you being responsible for the balance of any costs.
- (c) The fee applicable to you as shown in the Will Instruction Form is payable to Irwin Mitchell when your will instructions are submitted.
- (d) No fee is payable by you to BWW.
- (e) BWW has a financial arrangement with Irwin Mitchell in respect of the will instructions referred to them. Irwin Mitchell pay to BWW a fee for the administrative work involved in the preparation of the will.
- (f) In the event you decide not to sign a will that Irwin Mitchell has provided, any fees paid for its provision will not be refunded.
- (g) Irwin Mitchell will refund any fees paid in full if you request Irwin Mitchell not to proceed with your will prior to its preparation. Irwin Mitchell will provide additional information about your rights to cancel the contract for preparation of the will.

8. Data Protection

- 8.1 For the purposes of providing you with the Barclays Will Writing Service, you agree that Barclays Bank Trust Company Limited and Irwin Mitchell may share information held by either party about you (both parties will be acting as a data controller). Further information on how your information will be used is set out below.
- 8.2 In order to provide you with products and services, we need to collect, use, share and store personal and financial information about you ('your information'). This includes information which we:
 - (a) obtain from you or third parties, such as employers, joint account holders, fraud prevention agencies or other organisations, when you apply for a product or service, or which you or they give to us at any other time; or
 - (b) learn from the way your product or service is managed, from the transactions made such as the date, amount, currency and the name and type of supplier and from the payments which are made to/from your account.

- 8.3 Where you provide personal and financial information relating to others (such as dependants, other family members, joint account holders, beneficiaries, co-trustees) you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this agreement.
- 8.4 We may record or monitor telephone calls and monitor electronic communications (including emails) between us so that we can check instructions and make sure that we are meeting our service standards. You understand that internet communications are not secure unless the data being transmitted is encrypted and that standard communications by email are not secure.
- 8.5 Where we transfer your information to a service provider or agent in another country (including, without limitation, countries outside the European Economic Area), we will make sure the service provider or agent agrees to apply the same levels of protection as we are required to apply to your information and to use your information strictly in accordance with our instructions.
- 8.6 We will retain information about you after the termination of this product or service or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention, financial crime and legitimate business purposes.
- 8.7 You can ask for a copy of the information we hold about you by writing to us. A fee may be charged for this service as permitted by appropriate law or regulation. Contact details are as follows:
 - the Data Protection Co-ordinator, Barclays Will Writing, Estate and Trust Services (address on page 3); and
 - the Compliance Officer, Irwin Mitchell (address in Clause 1(c)).

How Barclays Bank Trust Company Limited will use your data

- 8.8 BWW and other companies in the Barclays Group will use your information to administer the product or service, give you statements and provide our services and products, for assessment and analysis (including credit and/or behaviour-scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet our obligations to any relevant regulatory authority, and to develop and improve our services to you and other clients and protect our interests.
- 8.9 BWW and other members of the Barclays Group may use your information to inform you by letter, telephone, text (or similar) messages, digital television, email and other electronic methods, about products and services (including those of others) which may be of interest to you. You may tell BWW at any time if you do not wish to receive marketing communications from BWW and/or other members of the Barclays Group by writing to Barclays providing your full name, address and product or service details.
- 8.10 BWW may give information about you and how your products or services are managed to the following wherever located:
 - other companies within the Barclays Group;
 - companies and organisations that provide services to us or are acting as our agents;
 - anyone to whom we may transfer our rights and/or obligations under this agreement;
 - any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;
 - your advisers (including but not limited to accountants, lawyers or other professional advisers);
 - to any person notified by you as authorised to give instructions or to use the service on your behalf for the purpose of managing and administering the service provided under the agreement;
 - to the extent reasonably necessary to enable us to perform the agreement; and/or where the Barclays Group has a duty to do so, or if law or regulation allows us to do so.

How Irwin Mitchell will use your data

- 8.11 Irwin Mitchell will use your information to administer the product or service and provide our services, to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet its obligations to any relevant regulatory authority or those requirements imposed by law, and to develop and improve its services to you and other clients and protect its interests. This may involve disclosing data to third parties where it may be necessary or beneficial in carrying out those services. We may also need to disclose data to third parties in order to comply with the law and regulatory requirements, or to prevent fraud or money laundering.
- 8.12 Where authorised by you, Irwin Mitchell may disclose your information to a third party for the purposes of preparing a deed. The third-party solicitors, or such other party as Irwin Mitchell may develop a commercial relationship with from time to time, will process your information under its Terms and Conditions and not as Irwin Mitchell's agent or service provider, but such Terms and Conditions will not prevent the third party sharing your information with Irwin Mitchell, nor prevent Irwin Mitchell processing your information as set out in this section.

What to do if you have a complaint

If you have a complaint concerning Irwin Mitchell

If you have a complaint about the services provided by Irwin Mitchell then any expression of dissatisfaction will be considered seriously and they will ensure that they respond promptly to any complaint.

Irwin Mitchell is committed to providing a professional, efficient and courteous service to all their clients. If you feel that they have failed to achieve an acceptable standard of service they want you to tell them. They regard it as an opportunity to monitor and improve their quality of service. They will investigate your concerns objectively and try to generate a positive and speedy solution.

If you have a complaint, you should in the first instance contact the person dealing with your case. This is usually the person named in the initial letter they sent to you at the start of your matter. You can do this either by telephone, in writing or via email. In many cases the person normally dealing with your matter will be able to resolve your problem immediately. If this is not possible they aim to provide a full response within a maximum of 10 working days. If the matter is complex you may have to wait a little longer but they will always write to you within 10 working days to provide a full update on progress and give you an estimate as to when they can provide a full response.

If you are not happy with the reply provided by the person normally dealing with your case you can refer the matter to his/her supervising partner or manager. The name of the supervising partner or manager will also be found on your initial

correspondence or, if you do not have this, by contacting their Client Care Team on 0121 214 5466. The supervising partner or manager will consider your complaint and carry out an investigation and will provide a proposed solution within 10 working days. If the matter is complex and it takes longer to deal with your complaint, they will contact you to give you an approximate timescale of when you can expect a response. If they believe it would be helpful, they may suggest a meeting.

If, following investigation by the supervising partner or manager, you are still not satisfied with the response then your complaint may be referred to their Client Care Manager, at 31 Temple Street, Birmingham, B2 5DB. They will ensure that your complaint is carefully examined and resolved as quickly as possible.

If you are not satisfied with their final response you may refer your complaint to the Legal Complaints Service. The Legal Complaints Service will usually only consider a complaint if Irwin Mitchell's internal complaints procedure has been exhausted.

If you have a complaint about the services provided by Barclays

It is the aim of Barclays Will Writing to provide a high quality of service to our clients. However, we recognise that occasionally something may go wrong and at such time our concern would be to ensure that matters are resolved as quickly as possible to your satisfaction.

If you are unhappy with the service that you have received you should, in the first instance, pursue your complaint with the department with which you have been dealing. In the event that you are unable to obtain a satisfactory resolution, your complaint should be directed to:

The Senior Manager
Barclays Wealth Estates & Trusts
Osborne Court
Gadbrook Park
Northwich
Cheshire
CW9 7UE
Telephone: 01606 313 350
Fax: 01606 313 421
Email: eandt-info@barclayswealth.com

Details of our complaint-handling procedures are available on request or on our website at www.wills.barclays.com

Barclays Bank Trust Company Limited is a member of the Financial Ombudsman Service. In addition it is authorised and regulated by the Financial Services Authority in the conduct of its investment business.

Your rights to compensation under the Financial Services Compensation Scheme in the event of our failure to meet any liabilities to you are set out in a statement which is available upon request.

Barclays Wealth is the wealth management division of Barclays and operates through Barclays Bank PLC and its subsidiaries.

Barclays Bank Trust Company Limited. Authorised and regulated by the Financial Services Authority. Registered in England. Registered No. 920880. Registered Office: 1 Churchill Place, London E14 5HP.

Irwin Mitchell is owned by the partners of Irwin Mitchell Solicitors. Other than in Scotland, Irwin Mitchell is regulated by the Solicitors Regulation Authority.

Item Ref: BWL0726. May 2008