

## CRUK TERMS & CONDITIONS FOR WILL-WRITING PROVIDERS

### 1. DEFINITIONS

1.1 In these Terms and Conditions, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**“Affiliate”** means any company which is either the parent undertaking or a subsidiary undertaking of the entity in question or a subsidiary undertaking of such entity’s parent undertaking or any other person Controlled by or under the same Control as the entity in question or who Controls the entity in question and “parent undertaking” and “subsidiary undertaking” shall have the meanings attributed to them in section 1162 of the Companies Act 2006;

**“Agreed Purposes”** means the performance by each Party of its obligations under these Terms and Conditions and the purposes listed in each of the Party’s privacy policy (CRUK’s privacy policy can be found at [cruk.org/privacy](http://cruk.org/privacy)) from time to time and, in the case of CRUK: the purpose of enabling the Member to be paid for writing Wills as part of the Will-writing Service; to enable CRUK to keep track of pledges; to contact and thank Clients who have chosen to leave CRUK a legacy; and for insight and product development purposes.

**“CRUK”** means Cancer Research UK, a registered charity in England and Wales (no. 1089464), Scotland (no. SC041666), and Isle of Man (no. 1103) and a company limited by guarantee registered in England and Wales (no. 4325234) with its registered address at 2 Redman Place, London, E20 1JQ;

**“Client”** means a Member’s client who instructs the Member to prepare a Will or Codicil which is covered under the Will-writing Service;

**“Codicil”** means a legal document setting out alterations to a Will;

**“Completed Codicil”** means a Codicil prepared by the Member that has been validly signed and dated by the relevant Client;

**“Completed Will”** means a Will prepared by the Member that has been validly signed and dated by the relevant Client;

**“Control”** means the right to control, directly or indirectly, the board, executive body, decision making process or management of an entity or other activities of an entity, whether through ownership or the ability to control the voting powers of shares, the ability to control the board or management of such entity or otherwise and **“Controls”**, **“Controlled”** and **“Controlling”** shall be interpreted accordingly;

**“CRUK Policies”**

means CRUK’s Supplier Code of Conduct which, as at the date of this Terms and Conditions, is available to download from the following link:

<https://www.cancerresearchuk.org/about-us/our-organisation/sustainability> (as amended from time to time on notice in writing to the Supplier), together with any other policy of Charity and/or Trading notified to Supplier in writing from time to time

**“Data Protection Laws”** means the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) along with any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and all other applicable laws and regulations relating to

the Processing of Personal Data and privacy and amendments and re-enactments of the same, including where applicable the guidance and codes of practice issued by the Data Protection Regulator, and any applicable similar or analogous laws and regulations made outside the United Kingdom;

**“Data Controller”**, **“Data Processor”** and **“Data Subject”** have the same meaning as in the Data Protection Laws;

**“Data Protection Regulator”** means the Information Commissioner’s Office in the UK;

**“Data Protection Representative”** is as described under clause 15;

**“Data Subject”** has the same meaning as under Data Protection Laws;

**“Data Subject Rights”** means the rights exercisable by Data Subjects under the UK GDPR including the right of access and other rights described under Articles 15 to 22;

**“Losses”** means any actions, claims, costs, damages, demands, expenses, fines, liabilities (including protective awards and any liability to taxation and National Insurance), liabilities, losses, penalties and sanctions including all amounts paid in settlement, all legal costs and other professional fees, and all out-of-pocket expenses and interest (and **“Loss”** shall be construed accordingly);

**“Member”** means the Will-writing Provider (as named on their Registration Form) appointed by CRUK as a member of the Will-writing Service Panel;

**“Party”** means each of CRUK and the Member;

**“Permitted Recipients”** means CRUK and the employees of CRUK;

**“Personal Data”** has the same meaning as in the Data Protection Laws;

**“Personal Data Breach”** has the same meaning as under the UK GDPR;

**“Processing”** has the same meaning as set out in the Data Protection Laws and **“Process”** and **“Processes”** shall be construed accordingly;

**“Pro-Tobacco Services”** means any advisory or consultancy services which are, in CRUK's opinion, contrary to CRUK's aim to eliminate the use of tobacco or which otherwise support, grow, encourage, approve, enable or facilitate the use of tobacco, including (i) public affairs, public relations, legal advice, change management or strategy services, (ii) any services which aim to (a) grow a Tobacco Company's business (including reaching new markets and audiences and developing or marketing new tobacco products or tobacco related products), (b) diversify a Tobacco Company's business into other areas, (c) assist any Tobacco Company to influence policy or launch legal challenges to new laws (including lobbying), or (d) intimidate tobacco control advocates, government agencies or anti-tobacco whistleblowers;

**“Records”** means accounts and records in any format (including correspondence and notes of telephone conversations and/or meetings) of: (a) all fees which are payable by CRUK under these Terms and Conditions; (b) the performance by the Member of the will-writing services; (c) the Member’s compliance with its obligations under Data Protection Laws; and (d) all material steps taken pursuant to these Terms and Conditions, as reasonably necessary for the purpose of enabling CRUK to conduct an audit of the Member’s compliance with these Terms and Conditions together with any records required by a Regulator to be maintained by the Member;

**“Registration Form”** means the form completed and signed by a Will-writing Provider in which the Will-writing Provider is registering to become a Member;

**“Regulator”** means any of the following:

- a) the Charity Commission, Fundraising Regulator, Financial Conduct Authority, Competitions and Markets Authority, Advertising Standards Authority, Office of Communications, Information Commissioner, HMRC or any other taxation authority, and/or any replacement bodies undertaking the same functions as any of them;
- b) any Regulatory Body or other supervisory or government agency, body or authority having regulatory or supervisory authority over the Member or the Member’s assets, resources or business or over the services provided by the Member, including any organisation reporting to such bodies or any of the bodies in (a); and
- c) any other authority or trade or industry body to which the Member or will-writing services are subject from time to time;

**“Regulatory Body”** means:

- a) in the case of a Member that is registered as solicitor firm in England and Wales, the Solicitors Regulation Authority;
- b) in the case of a Member that is registered as a solicitor firm in Scotland, the Law Society of Scotland;
- c) in the case of a Member that is registered as a solicitor firm in Northern Ireland, the Law Society of Northern Ireland; and
- d) in the case of a Member that is not a solicitor, the Institute of Professional Willwriters or Society of Will Writers (which are each self-regulatory bodies);

**“Shared Personal Data”** means the personal data to be shared between the Parties under clause 15.2 of these Terms and Conditions. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a. Full name;
- b. Address;
- c. Date of Birth; and
- d. Amount of gift left.

**“Significant Advisor”** means any advisor or consultant which provides Pro-Tobacco Services to a Tobacco Company;

**“Significant Commercial Arrangements”** means any commercial or business contract(s) or other arrangement(s) from which the Member derives ten percent (10%) or more of its total revenue;

**“Term”** means the date the relevant Will Writing Provider is appointed as a Member by CRUK until the date the Member is removed (by CRUK or by the Member’s request) from the Will-writing Service Panel;

**“Terms and Conditions”** means these terms and conditions which regulate the relationship between CRUK and the Member in providing the Will-writing Service (as amended from time to time by CRUK);

**“Tobacco Company”** means any business, person, partnership, sole trader, company, entity or other form of business organisation (or groups or combinations of the same) which derives ten percent (10%) or more of its total revenue from the development, production,

promotion, marketing, and/or sale of tobacco or tobacco related products (including pipes, rolling papers and filters) in any country of the world, or is an Affiliate of the same;

**“Tobacco Investment”** means any investment in a Tobacco Company (whether shares, instruments convertible into shares, membership interest, or otherwise), which amounts to an ownership stake of 10% (ten percent) or more of the Tobacco Company;

**“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

**“Will”** means a legal document setting out how an individual wishes their estate to be distributed after their death;

**“Will-writing Provider”** means a professional firm, company or partnership offering Will-writing services.

**“Will-writing Service”** means “Cancer Research UK’s Will-Writing Service” in which users of the service can write or update a simple Will, Mirror Will, Codicil or Mirror Codicil at no cost to them. This service has been previously referred to as the “Free Will Service” and may still be referred to as this in some marketing materials.

**“Will-writing Service Form”** means the online will-writing service form to be completed by the Member in relation to Completed Wills and Completed Codicils, which can be found at: <https://www.cancerresearchuk.org/get-involved/leave-a-legacy-gift-in-your-will/free-will-service-form>;

**“Will-writing Service Panel”** means the panel of Will-writing Providers appointed by CRUK to provide will-writing services in connection with the Will-writing Service;

- 1.2 Unless the context otherwise so requires:
  - (a) references to CRUK and Member include their permitted successors and assigns;
  - (b) any enactment includes any subordinate legislation made from time to time under it and is to be construed as references to that enactment as from time to time amended or modified or any enactment for the time being replacing or amending it;
  - (c) unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular; and
  - (d) the words “include” and “including” shall be construed without limitation.

## 2. APPOINTMENT

- 2.1 If appointed to Will-writing Service Panel by CRUK, the Member agrees to provide will-writing services to Clients and such services will be supplied in accordance with these Terms and Conditions.
- 2.2 These Terms and Conditions must be accepted by the Member and be approved by CRUK before it can offer our Will-writing Service to Clients.
- 2.3 Membership is attached to the individual branch or office of a firm. The Member acknowledges that multiple office locations of the same firm require individual membership.

- 2.4 The Will-writing Service operates continuously throughout the year and the Member agrees to offer will-writing services to Clients continuously throughout the year.
- 2.5 The Member warrants that it:
- (a) is registered with a Regulatory Body;
  - (b) will apply such time, attention, resources, trained personnel and skill as may be necessary or appropriate for its proper supply of the services under Will-writing Service;
  - (c) it is and shall be compliant with the CRUK Policies;
  - (d) comply with all applicable laws and any regulations, guidance or codes of conduct issued by the applicable Regulator in carrying out its obligations as a Will-writing Provider and in all matters relating to it and not do or permit anything to be done which might cause or otherwise result in a breach by CRUK of the same; and
  - (e) will ensure that its personnel shall not make any statements or take part in any activities or provide services under the Will-writing Service in any manner which is or is likely to be derogatory or otherwise detrimental to the reputation, image, value or goodwill of CRUK, or that may imply that they act on behalf of or as agent for CRUK.

### **3. TERMINATION**

- 3.1 CRUK has the right to remove the Member from the Will-writing Service Panel immediately without cause or following such other notice period as specified in written notice to the Member.
- 3.2 The Member may remove itself from the Will-writing Service Panel on 28 days' written notice to the CRUK.
- 3.3 CRUK will pay invoices properly due and payable (and issued in compliance with Clause 10) for a period 28 days commencing on the date of any written notice given by CRUK or the Member in accordance with Clause 3.1 or 3.2. After this date, CRUK will be under no obligation to pay any invoices received from the Member in respect of the Will-writing Service.
- 3.4 Save where the context so admits, obligations that existed prior to termination shall survive the termination of this Agreement.

### **4. CHANGE OF MEMBER'S DETAILS AND CIRCUMSTANCES**

- 4.1 The Member agrees to promptly (and no later than seven (7) days from the date of the circumstance) to notify CRUK in writing of the following circumstances:
- (a) if the Member is no longer authorised by the relevant Regulatory Body;
  - (b) any change of name;
  - (c) any change of address;
  - (d) any change of email address;
  - (e) any change of bank account details;
  - (f) any intention to cease trading;
  - (g) any merger with another firm;
  - (h) any change in respect of the main contact personnel; and
  - (i) any disputes involving any Regulator or Regulatory Body.

### **5. AMENDMENT TO THESE TERMS AND CONDITIONS**

- 5.1 These Terms and Conditions:

- (a) constitutes the entire agreement and understanding between CRUK and the Member relating to the transactions contemplated by or in connection with these Terms and Conditions and the other matters referred to in it; and
  - (b) supersedes any previous terms and conditions or understanding (written or oral) between CRUK and the Member or any of them relating to the same made honestly and in good faith.
- 5.2 CRUK may amend these Terms and Conditions at any time by uploading the new Terms and Conditions to <https://www.cancerresearchuk.org/get-involved/leave-a-legacy-gift-in-your-will/legal-professionals-hub>. If an amendment is material, as determined in CRUK's sole discretion, CRUK will notify Members of the amendment.
- 5.3 By continuing to provide services in connection with the Will-writing Service, the Member will be deemed to have consented to and accepted the amended terms and conditions with effect from the relevant effective date.

## **6. MINIMUM AGE**

It is a condition of using the Will-writing Service that the Client must be aged 18 or over. The Member agrees to verify that the Client's age is over 18 prior to accepting instructions.

## **7. MULTIPLE USE**

CRUK recognises that a Client might want to prepare a new Will to replace or amend their existing Will and agrees to extend its Will-writing Service to each Client up to a maximum of three (3) times. The Member agrees to:

- (a) monitor the number of new Wills and Codicils prepared and/or amendments made by any Client so that this threshold of three (3) is not exceeded; and
- (b) obtain CRUK's written consent prior to allowing any Client to use the Will-writing Service on a fourth occasion (and any time thereafter). CRUK will not pay any related invoices unless and until it has given such prior written consent.

## **8. PLEDGES MADE UNDER THE WILL-WRITING SERVICE**

- 8.1 No Client is under an obligation to leave a gift to CRUK or any other charity. However, the Member will use reasonable endeavours to ask if the Client would like to leave a gift to CRUK.
- 8.2 When asking whether the Client would like to leave a gift for CRUK, each Member will not:
- (a) be unreasonably intrusive on a person's privacy
  - (b) be unreasonably persistent; or
  - (c) place undue pressure on a person to donate.
- 8.3 The Member agrees to take all reasonable steps to treat Clients fairly, enabling them to make an informed decision about any donation. This must include considering the needs of any potential donor who may be in a vulnerable circumstance or require additional care and support to make an informed decision. The Member agrees not to exploit the credulity, lack of knowledge, apparent need for care and support or vulnerable circumstance of any Client at any point in time.
- 8.4 If the Member knows or has reasonable grounds for believing that an individual lacks capacity to make a decision to leave a gift in their Will, a gift must not be included.
- 8.5 Any gift is to be decided upon by the Client. The Member must not suggest amounts that the Client might wish to pledge or donate to CRUK or to any other charity.

- 8.6 The Member must give the Client impartial, professional advice including full consideration of the requirements of family and other dependants, using professional judgement on the Client's capacity to make a Will.
- 8.7 The Member shall take Will-writing instructions only from the relevant Client and not from CRUK.
- 8.8 The Member must be satisfied that the Will or Codicil reflects the Client's wishes, and that the Client understands what effects their Will or Codicil will have. The Member agrees to record this in writing.
- 8.9 If a Client expresses a wish in their Will to leave a gift to be put towards a certain type of cancer research ("**Restricted Gift**"), the Member will inform CRUK when completing the Will-writing Service Form.
- 8.10 In relation to Clients who are leaving Restricted Gifts, the Member will inform the relevant Clients that CRUK will use reasonable endeavours to implement this request.
- 8.11 In the absence of being able to implement the request and in all other circumstances, the Member will inform its Clients that CRUK will decide how best CRUK can use the funds for CRUK's general charitable purposes.

## 9. FIXED FEES

- 9.1 Whether a Will is 'simple' is a matter of assessment by the Member, who should advise the Client accordingly if any further fees will be payable prior to accepting instructions from the Client.
- 9.2 For the duration of the Term and subject to clause 7, CRUK agrees, subject to the Member's compliance with Clause 10, to pay the Member for a fixed amount as set out below in relation to each type of 'simple' Completed Will or 'simple' Completed Codicil (the "**Relevant Fixed Amount**") that it completes for Clients:
  - £132 plus VAT for a single Completed Will
  - £187 plus VAT for a mirror Completed Will
  - £66 plus VAT for a single Completed Codicil
  - £99 plus VAT for a mirror Completed Codicil
- 9.3 The Member agrees to make it clear to each Client that they are acting solely in the interests of the Client, even though they are being paid by CRUK.
- 9.4 CRUK may agree to reimburse the Member's reasonable travel costs only which are incurred due to a home or hospital visit. The Member must email the Will-writing Service Team at [LegacyOperations@cancer.org.uk](mailto:LegacyOperations@cancer.org.uk) to seek written consent prior to incurring such costs. CRUK will only reimburse travel costs that it has consented to it in writing in advance and received an invoice for in accordance with Clause 10.

## 10. INVOICING

- 10.1 The Member agrees to comply with the following provisions when submitting invoices to CRUK in respect of each Completed Will or Completed Codicil:
  - (a) mirror Wills and mirror Codicils will be billed on one invoice;
  - (b) invoices to CRUK must be received by CRUK no later than 12 months after the date of the Completed Will or Completed Codicil; and

- (c) the invoice should be marked as 'made payable by Cancer Research UK'.
- 10.2 The Member agrees to only submit invoices once the relevant Will or Codicil (as applicable) is validly signed and dated by the relevant Client.
- 10.3 The Member agrees to submit to CRUK a fully completed Will-writing Service Form with its invoice.
- 10.4 CRUK will only settle invoices which are accompanied by a fully completed Will-writing Service Form. CRUK has the right to return an invoice and Will-writing Service Form to the Member if the Will-writing Service Form is incomplete and the invoice will not become payable until the Will-writing Service Form has been completed.
- 10.5 CRUK will not pay an invoice which is for a sum more than the Relevant Fixed Amount set out above. The exception to this exists in relation to reasonable travel costs incurred due to a home or hospital visit that have been approved by CRUK in advance pursuant to Clause 9.4 above.
- 10.6 Subject to clause 10.4 and clause 10.7, CRUK shall pay Member's invoices within forty-five (45) days of receipt by CRUK of properly due and valid invoices.
- 10.7 CRUK reserves the right to withhold payment of an invoice or part of an invoice in the following circumstances:
- (a) the invoice does not comply with these Terms and Conditions;
  - (b) where there is a bona fide dispute in relation to the invoice; or
  - (c) where the invoice relates to work which is the subject of an investigation, allegation of fraud, a complaint or dis-instruction by the Client.

## **11. COMPLAINTS AND COMPLIANCE**

- 11.1 The Will-writing Service and the relationships CRUK holds with Members and Clients who support us with a pledge in their Wills are important to CRUK. To maintain excellent relationships, the Member agrees to:
- (a) maintain up to date records of any complaint made to the Member in respect of any services provided by the Member in connection with the Will-writing Service ("**WWS Complaint**");
  - (b) share a consolidated, anonymised report of all WWS Complaints with CRUK on a quarterly basis, setting out action taken and proposed, and the time taken to resolve complaints;
  - (c) notifies CRUK immediately of any WWS Complaint received, together with details of the complaint and the details of the steps taken to resolve it (such details to be anonymous unless CRUK requests otherwise); and
  - (d) cooperates fully with CRUK and with any Regulator in relation to any WWS Complaint investigated by the relevant Regulator.
- 11.2 CRUK is committed to protecting its charitable funds and reputation. Accordingly, the CRUK has robust anti-fraud procedures in place and reviews for anomalies in the use of the Will-writing Service. CRUK will investigate any suspicious activity and may pursue any available remedies in law or regulation, including but not limited to by referral to the police, Action Fraud, the Charity Commission and/or the relevant Regulatory Body. The Member agrees to co-operate and promptly provide any information requested by CRUK in connection with any services provided by the Member under the Will-writing Service.

## **12. WILL-WRITING SERVICE FORM**

- 12.1 In respect of each Completed Will or Completed Codicil, the Member agrees to fully complete and submit the online Will-writing Service Form along with its invoice for such Completed Will or Completed Codicil (as applicable).
- 12.2 The Member will use reasonable endeavours to obtain Clients contact preferences and complete this information on the Will-writing Service Form.
- 12.3 On the Will-writing Service Form, Members will be requested to inform CRUK about whether Clients have provided for a gift to CRUK and, if they have done so, the details of that gift. The Member agrees to provide this information and any other information requested by CRUK on the Will-writing Service Form.
- 12.4 The Member warrants that the information provided on the Will-writing Service Form is true, accurate and complete.

## **13. MARKETING**

- 13.1 CRUK will list Members on the postcode search function on the Will-writing Service webpage [cruk.org/will-writing](http://cruk.org/will-writing) which is regularly updated. The Member consents to its name and contact details being included on CRUK's website in connection with the Will-writing Service. Should a Member notify CRUK in writing that it wishes to be removed from the Will-writing Service Panel, CRUK will use reasonable endeavours to remove their details from its website as soon as practical.
- 13.2 CRUK may produce and deliver locally targeted promotional literature regarding the Will-writing Service to households within mailed campaigns. CRUK will include the details of local participating Members on that literature. The Member consents to its name and contact details being included in such promotional literature regarding the Will-writing Service. However, the space available on this promotional literature is limited and so Members acknowledge that they may not feature in every or any marketing campaign.
- 13.3 A Member agrees to not advertise its participation in the Will-writing Service without the prior written consent of CRUK.
- 13.4 The Member is not granted any licence to use the CRUK's name or logo in any form (including but not limited to press advertisements, newsletters, social media posts and web copy). If the Member wishes to use CRUK's name or logo it must obtain prior written consent from CRUK.
- 13.5 The Member may request additional marketing materials from CRUK to promote the Will-writing Service or advertise its participation in the same. CRUK will respond to such requests as permitted by current resources.

## **14. REFERENCE TO CRUK IN A WILL**

- 14.1 The Member will ensure that any Will or Codicil that contains a gift to CRUK will be referred to as being given to "Cancer Research a registered charity in England and Wales (no. 1089464), Scotland (no. SC041666), and Isle of Man (no. 1103) and a company limited by guarantee registered in England and Wales (no. 4325234) with its registered address at 2 Redman Place, London, E20 1JQ".

14.2 When a Client wishes to leave a gift to CRUK in their Will, the following forms of wordings are suggested:

*"I give % of my residuary estate [or however this is defined in the Will] to Cancer Research a registered charity in England and Wales (no. 1089464), Scotland (no. SC041666), and Isle of Man (no. 1103) and a company limited by guarantee registered in England and Wales (no. 4325234) with its registered address at 2 Redman Place, London, E20 1JQ.*

*An authorised officer of Cancer Research UK can provide a valid receipt and discharge."*

**OR**

*"I give the sum of £[•] to Cancer Research a registered charity in England and Wales (no. 1089464), Scotland (no. SC041666), and Isle of Man (no. 1103) and a company limited by guarantee registered in England and Wales (no. 4325234) with its registered address at 2 Redman Place, London, E20 1JQ.*

*An authorised officer of Cancer Research UK can provide a valid receipt and discharge."*

## **15. DATA PROTECTION**

15.1 These Terms and Conditions (and in particular this Clause 15) provide for the sharing of Personal Data between the Parties for the Agreed Purposes with the aim of ensuring that there are appropriate arrangements in place to properly safeguard the Personal Data of Clients and other Data Subjects.

15.2 The Parties agree that in the provision of the Will-writing Service, for the purposes of the Data Protection Laws, the Parties shall each be acting as an independent "Controller" (as defined in the Data Protection Laws) in respect of the Shared Personal Data.

15.3 The Member agrees to collect certain Personal Data relating to Clients and regularly disclose the Shared Personal Data to CRUK for the Agreed Purposes.

15.4 The Parties will each nominate a Data Protection Representative who will act as its main point of contact in relation to any matters arising in relation to the Processing of Personal Data under these Terms and Conditions. For this purpose CRUK nominates its Data Protection Officer whose email address is [dataprotection@cancer.org.uk](mailto:dataprotection@cancer.org.uk) (or such other Data Protection Representative appointed by CRUK from time to time and notified to the Member in writing).

15.5 The Member shall in respect of its Processing of Personal Data in the provision of the Will-writing Service:

- (a) ensure that it has the required lawful bases in place, including any necessary consents from Data Subjects to enable lawful Processing and transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full fair Processing information to any Client and any other Data Subject whose Personal Data may be Processed in connection with the Will-writing Service under these Terms and Conditions including the nature of such Processing and other information required to be provided to Data Subjects in accordance with the UK GDPR. This includes giving notice that, on the completion or termination of the

- Will-writing Service, Personal Data relating to a Client may be retained by or, as the case may be, transferred to the Permitted Recipients;
- (c) not disclose to or allow access by any external party to the Shared Personal Data other than the Permitted Recipients;
  - (d) ensure all appropriate arrangements shall be made relating to the encryption and secure transfer of Shared Personal Data to Permitted Recipients in accordance with Data Protection Laws; and
  - (e) ensure that the provision of Shared Personal Data to Permitted Recipients shall be permitted by and carried out in accordance with the Data Protection Laws.

15.6 Each Party undertakes in respect of its activities as described under these Terms and Conditions:

- (a) to comply with all the obligations imposed on a Controller under the Data Protection Laws;
- (b) that it is and will continue to be appropriately registered with the Data Protection Regulator where required under Data Protection Laws;
- (c) to Process the Shared Personal Data only for the Agreed Purposes;
- (d) to promptly notify the other Party through their respective Data Protection Representatives if it at any time they become aware of a breach or suspected breach of these Terms and Conditions or the Data Protection Laws, and take appropriate steps to promptly investigate and where possible remedy any such breach or suspected breach;
- (e) to provide regular training to staff and other personnel who handle or access any of the Shared Personal Data so that they are aware of their relevant responsibilities to ensure compliance with Data Protection Laws;
- (f) maintain a policy for the retention and deletion of Shared Personal Data as appropriate to its nature and content in compliance with Data Protection Laws and applicable legal, statutory or professional rules;
- (g) upon becoming aware of a Personal Data Breach affecting Shared Personal Data that may require notification to a Regulator, to promptly notify the other Party through their respective Data Protection Representatives and provide the other Party with a description of the Personal Data Breach (including details of the incident, the Personal Data impacted and the Data Subjects who may have been affected) promptly upon such information being available and co-operate with the other Party, acting diligently to remedy the cause and mitigate any adverse effects of such Personal Data Breach;
- (h) to promptly notify the other Party through their respective Data Protection Representatives if they receive any lawful instruction from a Client exercising their Data Subject Rights to stop Processing the Shared Personal Data for any or all purposes;
- (i) to notify the other Party immediately upon receiving any request from a Data Subject exercising their Data Subject Rights or any other communication from a Data Subject or Regulator which relates directly or indirectly to the other Party's Processing of Personal Data, and where reasonably requested provide assistance to the other Party in responding to any such request or communication which may be received by the other Party (if applicable); and
- (j) not to transfer any Personal Data outside the United Kingdom or European Economic Area without taking appropriate steps to comply with Data Protection Laws including, where necessary, adopting adequate safeguards in respect of the

transfer as referred to under Article 46 of the UK GDPR and conducting a transfer risk assessment.

15.7 The Member shall at all times whether during or after their membership of the Will-writing Service Panel, indemnify and hold harmless CRUK against all Losses and threatened Losses incurred by or assessed against CRUK (or any of its trustees, officers, employees, agents or representatives) in connection with any third party demand, claim, action or allegation (including such actions by a Regulator) arising out of or in connection with any breach of Data Protection Laws by the Member in relation to its Processing and/or transfer of Personal Data in the course of providing the Will-writing Service.

15.8 The arrangements for sharing Personal Data under these Terms and Conditions shall be subject to review by CRUK:

- (a) every 2 years (or other appropriate interval) to assess their ongoing effectiveness and the provisions that govern them; or
- (b) in the event of there being a material change in circumstances such as a substantial amendment to the Data Protection Laws or significant complaint or Personal Data Breach generally affecting the arrangements described hereunder.

and, in the event of CRUK deciding to amend these Terms and Conditions as a result, this shall be notified to Members as described in Clause 5.2.

## 16. AUDIT

16.1 The Member shall apply proper financial and management systems and properly maintain up to date and accurate Records in respect of the services provided pursuant to these Terms and Conditions. The Member shall maintain Records:

- (a) in compliance with any reasonable administrative accounting and budgetary control procedures as notified to the Member by CRUK from time to time in relation to the services; and
- (b) for the duration of the Term and for at least six (6) years after.

16.2 Member shall allow CRUK, by its own personnel or by a suitably qualified independent auditor, access to all the Records, the Member's Premises, applicable systems on which CRUK information is stored (having reasonable regard for the Member's other clients' confidential information) and to the Member's personnel involved in the Services for the purpose of conducting an audit and/or inspection ("**Audit**") to:

- (c) verify the Member's compliance with its obligations under these Terms and Conditions and under the Data Protection Laws;
- (d) verify any amounts which are payable to the Member pursuant to these Terms and Conditions;
- (e) identify suspected fraud; and
- (f) to fulfil an order by a Regulator.

16.3 The Member shall:

- (g) provide, at its own cost and during normal business hours, all reasonable co-operation, access and assistance in the carrying out of an Audit; and

- (h) allow CRUK the right to take copies of the Records or any information relevant to its Audit.

16.4 CRUK shall:

- (i) be entitled to conduct Audits from time to time during the Term, and the subsequent six (6) year period following the Term;
- (j) provide the Member with not less than five (5) Business Days' written notice prior to each Audit unless such audit is conducted in respect of a suspected fraud or breach of this Agreement, in which case no notice shall be required;
- (k) use reasonable endeavours to minimise any disruption to the performance of the Services or any other business of the Member during the conduct of an Audit; and
- (l) ensure that any information obtained in the course of the Audit concerning the Member's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit and enforcement of the Member's obligations under this Agreement.

16.5 If an Audit reveals that CRUK has been overcharged, the Member shall reimburse to CRUK the amount of the overcharge and CRUK's reasonable costs within five (5) Business Days together with interest at a rate of two per cent (2%) per annum over the base rate of Barclays Bank PLC in force from time to time for the period calculated from the date such overpayments were made. Further if CRUK has been overcharged by a sum equal to or exceeding five per cent. (5%) of the amount actually due for payment the Member shall be responsible for CRUK's reasonable audit costs.

16.6 If an Audit reveals that the Member has failed to comply with its obligations under these Terms and Conditions (including any failure to comply with any CRUK Policy) the Member shall, without prejudice to CRUK's other rights and remedies:

- (a) use all reasonable endeavours to remedy such non-compliance as soon as reasonably practicable, and in no event later than 15 Business Days of CRUK having notified the Member in writing of the results of the Audit, and shall take the necessary steps prevent recurrence of such breach; and
- (b) allow CRUK to conduct a follow-up audit in accordance with this Clause 11.

16.7 If at any time the Member becomes the subject of any audit or investigation involving any Regulator, the Member shall, to the extent it is permitted by law, promptly notify CRUK of the fact of the audit or investigation and provide CRUK with reasonable details of it in so far as they relate to or are likely to impact the will-writing services.

## **17. INSURANCE**

17.1 The Member shall effect and maintain with reputable insurers professional indemnity insurance of at least £3,000,000 per claim.

## **18. INDEMNITY**

18.1 The Member shall indemnify CRUK from and against any and all Losses and threatened Losses incurred or assessed in connection with or arising from:

- (a) any claim that the Member's performance of the will-writing services in accordance with these Terms and Conditions is contrary to applicable law;
- (b) the Member's failure to perform and provide the will-writing services using reasonable skill and care;

- (c) any breach of these Terms and Conditions;
- (d) the Member's failure to use all reasonable endeavours to ensure that all Wills written as part of the Will-writing Service are legally valid; and
- (e) any acts of fraud by the Member in the course of supplying the will-writing services or otherwise in connection with these Terms and Conditions.

## **19. TOBACCO**

- 19.1 The Member represents, undertakes and warrants on an ongoing basis for the duration of the Term that neither it nor any of its Affiliates: (i) hold any Tobacco Investment; or (ii) is or shall become:
- (a) a Tobacco Company;
  - (b) a Significant Advisor;
  - (c) funded in any way by a Tobacco Company; or
  - (d) involved in Significant Commercial Arrangements with a Tobacco Company.
- 19.2 If any of the representations, undertakings and warranties set out in Clause 19.1 cease to be true and accurate:
- (a) the Member shall immediately inform CRUK; and
  - (b) whether the Member has complied with Clause 19.1(a) or otherwise, CRUK may remove the Member either immediately or following such notice period as it sees fit.

## **20. SUB-CONTRACTING AND ASSIGNMENT**

- 20.1 The Member shall not be entitled to sub-contract its performance of the will-writing services agreed to be provided by it under these Terms and Conditions.
- 20.2 The Member may not assign, transfer or charge or otherwise dispose of these Terms and Conditions or any of its rights or obligations arising hereunder without the written approval of CRUK.

## **21. NOTICES**

- 21.1 Any notice which either CRUK or the Member is required by these Terms and Conditions to serve on the other party shall be served on such party any of the following methods:
- (a) by hand or first class post to the other party's registered office or, at the written request of that party, at such alternative trading address as may be stated at the Registration Form or notified by that party in writing to the other, with a copy sent to its registered office. In the case of CRUK, notices shall be marked for the attention of the Company Secretary.
  - (b) electronic mail (but not fax) which in the case of notices being sent to the Member, shall be sent to the email address set out in the Registration Form or such other email address as notified to CRUK in writing by the Member and in the case of notices sent to CRUK, to [LegacyOperations@cancer.org.uk](mailto:LegacyOperations@cancer.org.uk) or such other person as CRUK may notify the Member in writing, with a copy sent to [CompanySecretariat@cancer.org.uk](mailto:CompanySecretariat@cancer.org.uk).
- 21.2 Notices will be deemed delivered as follows:
- (a) if delivered by hand, at the time the notice is left at the address;
  - (b) if sent by electronic mail, at the time of transmission; and

- (c) if sent by first class post, two (2) Business Days following the day of posting.
- 21.3 If deemed receipt under Clause 21.2 would occur outside business hours in the place of receipt (which, in the case of service of a notice by email shall be deemed to be the same place as is specified for service of notices on the relevant party by hand or post), it will be deferred until business hours resume. In this clause, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.4 This Clause 21 does not apply to the service of any proceedings or other documents in any legal action.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1 These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 22.2 The Member and CRUK irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England over any claim or matter arising under or in connection with these Terms and Conditions or the legal relationships established by these Terms and Conditions.

**Effective Date: 16 January 2025**