

1. DEFINITIONS

- 1.1 **'Charity'** means Cancer Research UK;
- 1.2 **"Charity Personal Data"** means all Personal Data for which Charity is the Data Controller and which is processed by the Supplier under this Agreement;
- 1.3 **'Client'** means a Member's client who instructs the Member under the terms of our Free Will Service;
- 1.4 **"Data Protection Legislation"** means Regulation (EU) 2016/679 (the **"GDPR"**) along with any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR;
- 1.5 **"Data Controller", "Data Processor", "Data Subject" and "Personal Data"** have the same meaning as in the Data Protection Legislation.
- 1.6 **"Data Protection Regulator"** means the Information Commissioner's Office in the UK;
- 1.7 **'Free Will Service'** means Cancer Research UK's free will service;
- 1.8 **'Member'** means a member of our Free Will Service;
- 1.9 **'Processing'** has the same meaning as set out in the Data Protection Legislation and **'Process'** and **'Processes'** shall be construed accordingly;
- 1.10 **'Will'** means a legal document setting out how an individual wishes their estate to be distributed after their death.

2. GENERAL PROVISIONS

- 2.1 This document constitutes the Terms and Conditions for our Free Will Service (**'Terms and Conditions'**).
- 2.2 The Terms and Conditions must be accepted by the Member before it can offer our Free Will Service to Clients. Returning a fully completed Charity 'Free Will Service Legal Professional Registration Form' to the Charity constitutes acceptance of The Terms and Conditions.
- 2.3 The Terms and Conditions are governed by the regulations issued by, and from time to time amended by, the relevant professional regulating body for the jurisdiction in which the Member operates (e.g.: The Law Society of England and Wales, in respect of a Member operating within that jurisdiction).
- 2.4 Membership is attached to the individual branch or office of a firm. Multiple office locations of the same firm require individual membership.
- 2.5 The Charity will consider applications for membership on a case by case basis in the light of the cost / benefit guidelines included below.
- 2.6 Our Free Will Service operates continuously throughout the year.
- 2.7 The Charity will monitor the return on investment provided by our Free Will Service on an ongoing basis.
- 2.8 The Charity has the right to remove a Member from its roster of Members on 28 days' written notice to the relevant Member. Likewise, a Member may remove itself from the Charity's roster of Members on 28 days' written notice to the Charity. The Charity will continue to accept invoices for 28 days after service of such notice by the Charity or Member. Any Member removed from the roster is welcome to ask to re-join.
- 2.9 The Charity has the right to remove a Member from its roster of Members immediately if the Member is no longer authorised by the Solicitors Regulation Authority or a relevant Law Society.

- 2.10 The Charity may cease operation of its Free Will Service at any time and for any reason at its sole discretion. The Charity will notify all Members as soon as reasonably possible should it be necessary to cease to operate its Free Will Service. The Charity will continue to accept invoices for 28 days after the date on which its Free Will Service ceases to operate. After this date, the Charity will be under no obligation to pay any invoices received from Members in respect of the Free Will Service.
- 2.11 A Member must inform the Charity of the following circumstances on the Member's letterhead correspondence paper, or by email:
- a) intention to end membership
 - b) change of name
 - c) change of address
 - d) change of bank account details
 - e) cessation of trading
 - f) merger with another firm
 - g) of any change in respect of the main contact personnel
 - h) of the most suitable contact email address, and if this changes
 - i) disputes involving the Solicitors Regulation Authority or a relevant Law Society which may be harmful to the reputation of the Member or the Charity must be declared

3. MINIMUM AGE

- 3.1 It is a condition of using our Free Will Service that the Client must be aged 18 or over.

4. MULTIPLE USE

- 4.1 The Charity recognises that a Client might need or choose to amend their Will and will extend its Free Will Service to a Client up to 3 times. We appreciate that a Client's decision regarding leaving a legacy to the Charity might also change as their circumstances change. The Charity will not ordinarily pay for Clients to use its Free Will Service more than 3 times (this includes new Wills and changes to existing Wills). Members must therefore obtain the Charity's written consent prior to allowing a Client to use its Free Will Service on a 4th occasion (and any time thereafter) and the Charity will not pay any related invoices unless and until it has given such consent.

5. PLEDGES MADE UNDER OUR FREE WILL SERVICE

- 5.1 The Client is under no obligation to leave a legacy to the Charity or any other charity. However, we do expect Members to ask if the client would like to leave a legacy to Cancer Research UK. In asking for legacy gifts, Members must not:

- Be unreasonably intrusive on a person's privacy
- Be unreasonably persistent; or
- Place undue pressure on a person to donate.

Members must 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. Members must not exploit the credulity, lack of knowledge, apparent need for care and support or vulnerable circumstance of any Client at any point in time.

If a 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 donation must not be taken.

- 5.2 Any legacy 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 the Charity or to any other charity.

- 5.3 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. The Member shall take Will-writing instructions only from the Client and not from the Charity.
- 5.4 The Member must be satisfied that the Will reflects the Client's wishes, and that the Client understands what effects their Will will have. This should be recorded in writing.
- 5.5 For Restricted Gifts- If a client expresses a wish in their Will to leave a legacy to a region, research project or cancer type, we will endeavour to meet this wish as far as is reasonably possible.

6. FIXED FEES

- 6.1 Whether a Will is 'simple' is a matter of assessment by the Member, who should advise the Client accordingly.
- 6.2 The Charity agrees to remunerate the Member for a fixed amount as set out below in relation to each type of 'simple' Will or 'simple' Codicil (the '**Relevant Fixed Amount**') that it writes as a Member of the Free Wills Service:
 - £100 + VAT for a single Will
 - £150 + VAT for a mirror Will
 - £50 + VAT for a single Codicil
 - £80 + VAT for a mirror Codicil
- 6.3 The Charity pays for Clients to write a 'simple' Will, mirror Will, single Codicil or mirror Codicil, as this helps to drive income from gifts in Wills by removing the need for Clients to pay for their Will. The Charity monitors spend versus returned income for providing a Free Will Service and will adjust the service accordingly should it stop providing a positive return on investment. The Charity does not pay for more complicated Wills as this would negatively impact the Charity's return on investment beyond its current desire.
- 6.4 The Member must make it clear to the Client that they are acting solely in the interests of the Client, even though they are being paid by the Charity.
- 6.5 The Charity may agree to reimburse Members' reasonable travel costs only which are incurred due to a home or hospital visit. Members must email the Free Will Service Team at LegacyOperations@cancer.org.uk to seek consent prior to incurring such costs. The Charity will only reimburse travel costs that it has consented to in advance.
- 6.6 The Charity reserves the right to withhold payment of an invoice or part of an invoice which does not comply with these Terms and Conditions or where there is a bona fide dispute in relation to the invoice or where the invoice relates to work which is the subject of a complaint or dis-instruction by the Client.

7. COMPLAINTS

- 7.1 Our Free Will Service and the relationships we hold with Members and Clients who support us with a pledge in their Wills are important to the Charity. To maintain excellent relationships, the Charity requests that the Member:
 - Maintains up to date records of any complaint made to the Member in respect of the Free Will Service ("FWS Complaint");
 - Shares a consolidated, anonymised report of all FWS Complaints with the Charity on a quarterly basis, setting out action taken and proposed, and the time taken to resolve complaints;
 - Notifies the Charity immediately of any FWS Complaint received, together with details of the complaint and the details of the steps taken to resolve it (such details to be anonymous unless the Charity requests otherwise); and
 - Cooperates fully with the Charity and with any regulator in relation to any FWS Complaint investigated by a regulator.
- 7.2 Should a complaint require escalation, it will be reviewed by the Senior Operations Manager (Legacies).

8. COST / BENEFIT GUIDELINES

- 8.1 The costs of our Free Will Service are met out of the Charity's fund-raising budget and the Charity must therefore keep under review the return on investment provided by our Free Will Service.
- 8.2 If it appears to the Charity that it is not a cost-effective use of the Charity's resources to continue to meet the costs of operating our Free Will Service, the Charity reserves the right to withdraw our Free Will Service under Clause 2.9 of these Terms and Conditions.

9. PLEDGE FORMS

- 9.1 Upon commencing membership, a Member will receive a supply of pledge forms from the Charity ("**Pledge Form(s)**"). Members should request further Pledge Forms when required from the Free Will Service Team on **020 3469 8797** (Mon - Fri: 9am - 5pm).
- 9.2 Members must ensure that Clients fully complete their contact preferences on the Pledge Form.
- 9.3 Members must ensure that Clients indicate whether they have provided for a legacy gift to the Charity and, if they have done so, the details of that legacy gift. This information is not binding upon the Client.

10. INVOICING CANCER RESEARCH UK

- 10.1 An invoice must be submitted to the Charity in respect of each Will written under its Free Will Service. A mirror Will / mirror Codicil should be billed on one invoice.
- 10.2 The invoice to the Charity must be received by the Charity no later than 12 months after the Will has been provided to the Client.
- 10.3 The invoice should be marked as 'made payable by Cancer Research UK'.
- 10.4 A Member must submit to the Charity the fully completed Pledge Form with its invoice. The Charity will only settle invoices which are accompanied by a fully completed Pledge Form. The Charity reserves the right to return an invoice and Pledge Form to the Member if the Pledge Form is incomplete.
- 10.5 The Charity 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 the Charity in advance pursuant to Clause 6.5 above.

11. MARKETING

- 11.1 The Charity will list all Members on the postcode search function on the Free Will Service webpage cruk.org/freewillservice which is regularly updated. Should Members wish to be removed from the Cancer Research UK Free Will Service, the Charity will endeavour to remove their details from its website as soon as practical.
- 11.2 The Charity will engage in marketing campaigns for the Free Will Service periodically throughout the year, using the most cost-effective channels.
- 11.3 The Charity produces and delivers locally targeted promotional literature regarding the Free Will Service to households within mailed campaigns. The Charity will include the details of local participating Members on that literature. The space available on this promotional literature is however limited. Members should be aware that they may not feature in every marketing campaign.
- 11.4 Members confirm that they are happy for the Charity to feature their names on websites and materials as described in this Clause 11.

- 11.5 A Member must obtain prior written consent from the Charity if it wishes to promote the Free Will Service or advertise its participation.
- 11.6 A Member must obtain prior written consent from the Charity in respect of any use of the Charity's name or logo in publications or materials including but not limited to press advertisements, newsletters, social media posts and web copy.
- 11.7 Members may request additional marketing materials from the Charity to promote the Free Will Service or advertise its participation in the same. The Charity will respond to such requests as permitted by current resources.

12. REFERENCE TO CANCER RESEARCH UK IN A WILL

- 12.1 Please note that registered name of the Charity is **Cancer Research UK** and that this must always be used in full when a Client intends to benefit the Charity under a Will. Where the correct name is not used (e.g. there is instead a reference to 'Cancer Research') a bequest of doubtful intent arises, which requires referral to the Treasury Solicitor for direction and will involve the Executors in additional trouble and expense.
- 12.2 The inclusion of our registered Charity Number England and Wales (1089464), Scotland (SC041666) and Isle of Man (1103) and full registered address (2 Redman Place, London, E20 1JQ) is recommended for the aforementioned reason.
- 12.3 When a Client wishes to leave a gift to the Charity in their Will, the following alternative forms of words are suggested in order to ensure that the Client's wishes are accurately followed:

I give % of my residuary estate [or however this is defined in the Will] to Cancer Research UK (Registered Charity Number England and Wales (1089464), Scotland (SC041666) and Isle of Man (1103)) for its general charitable purposes.
An authorised officer of Cancer Research UK can provide a valid receipt and discharge.

OR

I give the sum of pounds to Cancer Research UK (Registered Charity Number England and Wales (1089464), Scotland (SC041666) and Isle of Man (1103)) for its general charitable purposes.
An authorised officer of Cancer Research UK can provide a valid receipt and discharge.

13. DATA PROTECTION

- 13.1 The Member will be the Data Controller in respect of Personal Data that it Processes for the purpose of writing Wills as part of the Free Will Service.
- 13.2 The Member will need to collect certain Charity Personal Data on Pledge Forms and provide this to the Charity in accordance with these Terms and Conditions. This will require the Processing of the Charity Personal Data by the Member as a Data Processor for the Charity. Schedule 1 sets out the details of the Charity Personal Data to the extent required by the Data Protection Legislation.
- 13.3 The Member shall not process Charity Personal Data other than on the Charity's documented instructions unless processing is required by applicable law to which the Member is subject, in which case the Member shall to the extent permitted by applicable law inform the Charity of that legal requirement before the relevant processing of that Charity Personal Data.
- 13.4 The Member warrants to the Charity that:
 - it will fully comply with the provisions of the Data Protection Legislation in carrying out its obligations under this Agreement; and
 - that it has all registrations under the Data Protection Legislation necessary for the carrying out of its obligations under this Agreement and will maintain such registrations for the period during which it remains a Member.

13.5 The Member shall:

- ensure that all persons authorised by it to process the Charity Personal Data are under an enforceable obligation to keep Charity Personal Data strictly confidential;
- adopt and maintain appropriate technical and organisational measures to ensure the Charity Personal Data is kept secure, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, and take such precautions as are necessary to ensure the integrity of the Charity Personal Data and to prevent any corruption or loss of the Charity Personal Data or unauthorised or unlawful processing or disclosure of the Charity Personal Data;
- not transfer any Charity Personal Data outside the European Economic Area without the Charity's prior specific written consent and, if authorised, transfer the Charity Personal Data in accordance with any reasonable instructions from the Charity and take all further steps necessary to ensure that the transfer is and remains in accordance with the Data Protection Legislation;
- without limitation and notwithstanding any other obligation under this Agreement, the Member shall, (and shall ensure that any sub-processor shall), on request, provide all information and assistance reasonably required by the Charity to enable it to comply with the Data Protection Legislation in relation to Charity Personal Data, including but not limited to the exercise of the rights of Data Subjects;
- ensure that it has adequate processes and systems in place to comply with its obligations under Clause 13.5(d) above;
- not appoint any sub-processor for the Charity Personal Data, save where:
 - Charity has provided prior specific written consent; and
 - prior to any processing by a sub-processor taking place, a written contract is in force between the Member and the sub-processor which imposes substantially the same obligations on the sub-processor regarding the processing of the Charity Personal Data as exist between the Charity and the Member under these Terms and Conditions;
- not modify, amend or alter the contents of the Charity Personal Data or disclose or permit the disclosure of any of the Charity Personal Data to any third party unless specifically approved in advance in writing by Charity;
- promptly, but in any event within five (5) days of receipt of a request by the Charity, provide the Charity with a copy of all Charity Personal Data held by the Member relating to a specific individual as identified by the Charity;
- immediately notify the Charity with full details if it:
 - o becomes aware of any breach of the Data Protection Legislation in relation to these Terms and Conditions;
 - o believes that instructions provided by the Charity in respect of the processing of Charity Personal Data are contrary to or would require it to act in a way contrary to the Data Protection Legislation and/or applicable law; or
 - o receives any request (including from an individual or the Data Protection

13.6 Nothing in these Terms and Conditions shall relieve the Member of its own direct responsibilities and liabilities under the Data Protection Legislation.

14. NOTICES

14.1 Any notice or other communication shall be deemed to have been received:

- a) if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting.

SCHEDULE: PERSONAL DATA SCHEDULE

Subject matter and duration of the processing	The subject matter and duration of the Processing of Charity Personal Data are set out in these Terms and Conditions.
Nature and purpose of the processing	The nature and purpose of the Processing is to enable the Member to be paid for writing Wills as part of the Free Will Service and to enable the Charity to keep track of pledges and to steward Clients who have chosen to leave the Charity a legacy.
Type of personal data	Title, full name, date of birth, full address, whether a legacy is to be left to the Charity, details of any legacy to be left to the Charity, marketing preferences, email address, mobile number and telephone number.
Categories of data subjects	Member's Clients who instruct the Member under the Free Will Service.
Obligations and rights of the Data Controller	The obligations and rights of the Data Controller are set out in these Terms and Conditions and the Data Protection Legislation.