

Client Care Guide and Terms of Business for Will Writing

Please read this document carefully and sign the agreement on the last page if you wish us to commence work on your behalf.

We are pleased to receive your instructions.

We wish to establish a good working relationship and provide a prompt, efficient service that is sensible, easy to understand, and meets your requirements in the most straightforward way. We aim to achieve this by fully understanding your needs and explaining how we propose to operate. The following business terms and conditions set out this framework.

Home visits can be arranged if you are unable to come to our office.

This document is issued in addition to the Institute of Professional Willwriter's letter of engagement also provided to you. The Institute operates a code of practice. Full details are available on request.

Procedures

First of all, please complete the fact-find document 'Making your Will'. The process then involves two meetings:

1. At the first meeting we will:

- take your detailed instructions, carefully discuss any complex issues, check and clarify your wishes and agree objectives with you
- answer any questions that you have and give you appropriate advice
- give you full information regarding the witnessing procedure.

We will then prepare your Will according to your instructions and send a draft copy to you for checking and signing. Any queries you may have will be answered and full explanations given. Any mistakes the Company makes will be rectified at the expense of the Company before you sign your Will, even if this requires an extra visit.

Having provided you with a draft copy of the Will we ask you to advise us of any changes required within a reasonable time. If you have not responded within 14 days from our instruction taking meeting, we will attempt to contact you, to confirm any changes needed. If you have still not responded within a further 14 days we will send you an invoice for half the total invoice price, as detailed in the letter of engagement provided to you.

You will be required to arrange for two witnesses to be present at the second meeting.

2. At the second meeting:

we give you your completed and amended Will and you read through it you sign your Will in the presence of your two witnesses, who then countersign your signature. This procedure establishes your Will as a legally valid document.

Confidentiality and disclosure of information

In order to produce effective legal documents we need to be sure that you are providing full answers to all questions asked, and providing all relevant facts. The Company shall not accept liability for any information not disclosed, and therefore not documented by the Will writer, which later comes to light as being of relevance and may consequently affect the validity or content of the Will.

The Company is registered under the Data Protection Act 1984 – therefore all information disclosed to us will remain totally confidential and no details will be passed to any other parties without your prior written consent.

Fee structure and payments (2017-18)

Our fees are as quoted to you irrespective of the complexity of the document. Payment in full is required on completion of the documents, unless otherwise agreed.

The Company is obliged to give you the best advice in all matters relating to your Will. This may include advice to draw up other documents or take further action, which may incur extra fees – in which case you will be given full information regarding these. You are under no obligation to proceed with any ancillary services offered. However, in some circumstances you may be asked to sign a declaration stating that you are acting contrary to the advice given.

Standard will service

For a single Will: **£175** Couple: **£295**

Where an existing client requires changes to be made to an existing Will, we will normally make an allowance for this. This is providing we still have the original document on computer, or on disc. If we do not have the original document, the work carried out will be similar to dealing with a new customer, and no discount can be guaranteed. We will advise you if we have the old Will on computer at the first opportunity. The discount allowed will depend on the exact changes required, but generally this will be 20%. (No vat on the prices quoted here)

Complex will service

For two Wills for a married or unmarried couple or civil partners, including Nil-Rate Band Discretionary Trusts (NRBDT): **£650**.

A complex Will requires additional drafting, as it may contain a large number of beneficiaries, or need to include Trust provisions, or require advice on Inheritance Tax (IHT) – which could save your beneficiaries many thousands of pounds. We will tell you at the first interview if your Will is likely to be a complex Will. We will also advise the cost.

Single Will with a property trust £375

Additional meeting to answer questions and assist in decision making before final drafting **£100** (Normal prices include two meetings, one for instruction taking and one for signing).

We offer a 5% discount on the prices quoted for Wills which are completed in a month or less from the date the instructions were taken. (This discount will not be given in addition to another saving agreed at the time of sale).

Lasting Power of Attorney (Per person)

- Property & Affairs LPA: **£325** plus registration fee of **£82** (Paid to Public Guardianship Office*).
- Personal Welfare LPA: **£325** plus registration fee of **£82**. (As above)

Discount of £100 if doing both documents at the same time total £550 or discount of £100 if a couple both require similar documents. Total price for two documents £550 and £800 for four.

No additional charge made for registration.

You may be eligible for a discount in cases of low income.*

Fees for work done should be paid by cheque to “Kendal Wills Ltd” when business completed or at latest within 14 days of the work being completed.

Document storage

Annual fee: **£25.00** standard service or **£30.00** to include registration of the Will(s) with certainty.co.uk ***This is normally paid by standing order annually.***

Cancellations

Notice of the right to cancel Please refer to section 6 of the letter of engagement.

Ongoing responsibility

The Company does not accept any liability or obligation to advise you of changes in legislation which may or may not require you to amend your Will. However, we ask you to inform us if changing your contact details such as phone number or address.

I/We accept the above terms and agree to abide by them and be bound by them.

I/We acknowledge that we have received a copy of this agreement.

Signed: Signed:

Print name: Print name:

