

# 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.

Traditionally, most of our meetings were carried out at client's homes. Equally, clients are welcome to come to our office. Due to COVID-19, increasingly, our first meetings have been carried out over the internet using software such as "Zoom" or the telephone. In such cases held over the phone, the speakerphone function may be helpful.

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

## ***Procedures***

**The process involves two meetings. If you wish you can complete most of the information we will need at the first meeting in advance, at <https://kendalwills.co.uk/instruction-form/>.**

### ***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 need to arrange for two witnesses to be present at the second meeting.**

### ***2. At the second meeting we will:***

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. It should be noted the signing of the Will should be done

face to face, normally at your home. Due to the current Coronavirus restrictions, we will maintain social distancing, always, and wear a mask during the meeting.

## ***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 2018. You can rest assured that 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 (2021-22)***

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: **£185** Couple: **£295**

Please note we reserve the right to charge more where a situation is more complex - for example, where a potential Inheritance tax liability may arise on death. We will advise the price at the first meeting.

Single will with estate over £325,000 in value: **£275**. Couple with combined estate of over £650,000: **£495**.

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 applies to the prices quoted here.)

### ***Complex will service***

For two wills for a married or unmarried couple or civil partners, including Trusts **£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.)

**Prompt completion discount:** 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 (LPA)**

There are two types of LPA:

- Property and financial affairs (to allow for decisions about money and property)
- Health and welfare (to allow for decisions about your personal and medical care)

	<b>Single person £</b>	<b>Couple £</b>
One LPA	407	714
Both LPAs	714	1,128

These prices include all registration fees with the Office of the Public Guardian (£82 per LPA - you may be eligible for a discount if on a low income).

We require payment of the registration fee(s) at the outset, preferably via a cheque for £82 for each, made payable to “Office of the Public Guardian”. Fees for the balance should be paid by cheque to “Kendal Wills Ltd” when business is completed or, at the latest, within 14 days of the work being completed.

**Document storage**

Annual fee: **£25.00.** This is normally paid annually by standing order.

**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: .....