

## **Will & LPA Appointments - Frequently Asked Questions**

### **1. Why do I need to send you the information on the instruction form?**

Most clients would like to keep costs down. If the information is supplied by you in advance, less time is taken at the meeting trying to ascertain and type-up basic details. If you prefer not to do this, we are happy to take details from you at the meeting, but would make a charge on a time basis for the additional time involved.

### **2. Do I need to use the instruction form?**

No, it is the information we need in a form. Provided that you provide all the information we require, you may set it out in/as an email. It allows us to 'cut and paste' the information to limit word processing errors.

### **3. I haven't returned the information by email at least 72 hours in advance. What should I do?**

You should still come to the appointment with the information or as much of it as you have written out. We shall proceed on the basis that you wish a standard will without any discount for supplying the information in advance. At our discretion an extra charge of £25.00 + VAT may be made for typing up the initial information.

### **4. I am unable to make the appointment**

The non-refundable deposit is to reserve your appointment. If you cancel at the last moment we will be unlikely to fill the appointment with another client. We will rearrange the appointment, if you give us three days (72 hours) notice. Please ensure you receive an acknowledgement within this period to ensure there is no dispute as to whether a message was received.

Please note that you should make rearrangements during our Core Office Hours (Monday-wednesday 10am-4pm). If cancelled within that period we will rearrange without cost on production of a medical certificate. If the appointment is rearranged for another reason, a £10 credit will be given in reduction of making a further appointment.

### **5. I am unable to proceed; may I receive a refund of the deposit?**

The Deposit is non-refundable and is to reserve the appointment and for the initial work involved in making the appointment and sending out this information.

### **6. What will happen at the meeting?**

For a Basic will we check your instructions and take proof of identity and address we will then supply you with the Basic Will with instructions as to how to arrange for it to be executed.

For a Standard will we discuss with you the circumstances in more detail. If you require any trust or complicated provisions or additional documents (e.g. Lasting Powers of Attorney) we will discuss these with you. Any additional costs are on a 'menu' basis, if you decide to proceed. You will be supplied with a draft will to consider either at or after the meeting. For a Lasting Power of Attorney we will discuss capacity and verify the information supplied and seek to answer any questions you might have.

**7. Where can I find your Client Care and other Information about your practice?**

For Costs & Client Care Information: <http://bit.ly/2w1bb11>

**8. What is an exclusion?**

An exclusion is where it is proposed that a close member of the family (spouse, partner or child) is treated differently to others of a similar class. This will involve discussion and extra time outside of the work of a standard will. Exclusions can cause considerable problems and so extra care has to be taken if the exclusion does not proceed, there will be a time charge with a minimum of £100 + VAT.

**9. Why are Inheritance Tax Issues excluded from a standard will?**

Even if you decide to take no steps to minimise IHT, there will be time taken in advising you that the issue exists. Far fewer people have IHT issues than in the past and those who are fortunate enough to have assets exceeding £325,000 for a single person or £650,000 for a married couple will be subject to an initial fee of £100 + VAT, unless we receive advance written notification that such issues are to be excluded.

**10. What is an agreed fee?**

Unless you inform us in advance that you would like us to work on a time basis, we shall work on an agreed fee (otherwise known as a non-contentious business agreement pursuant to Section 57 Solicitors Act 1974). The fee will be fixed for the work described in the client care letter supplied at the meeting (but not any additional work) and will remain the same irrespective of changes in your requirements or personal circumstances.

**11. Why is there an extra charge if another person attends a meeting with me?**

An extra person usually has their own questions and this extends the length of the meeting, often considerably. In addition, we have to record why that person is there as there could be suggestions of undue influence. If there is an extra person included we make an addition of £100.00 +VAT per person

**12. What additional charges can there be?**

The prices quoted (£115-single/ £135.00 couple) are for a standard will as defined as, everything to a partner/spouse and then to the children equally. Exclusions/second families/testamentary capacity/ & inheritance tax issues are outside of the normal and our fee for the "Standard will". Any of these issues will attract an extra fee and can lead to extra work on a time basis.

Even if you do not wish us to take any action in respect of these issues, they have to be considered as we owe a duty not just to you but potential beneficiaries. It involves extra time and risk to us.

**13. How long will the meeting last?**

The agreed fee envisages a meeting of 1 hour 30 min with an extra half hour for any issues of exclusions/second families/testamentary capacity/ inheritance tax. After two hours the meeting proceeds at our hourly rate. This will be invoiced prior to execution of the will unless it is agreed it will be built into to the retainer.

**14. Appointments at your Home**

Graham Colley normally undertakes home visits on a time basis. If you ask for a one of his assistants, any advice will be subject to written confirmation, by him. It may be that on discussion an alternative course will be suggested to you.

**15. what if I decide I do not want a new will after consulting you?**

You will be charged on a time basis at the usual hourly rate of the solicitor/assistant involved

