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| **Date:** |

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| Your Basic Will(s) Confirmation of your instructions |

I am writing following your meeting with at our office.

You will remember you completed the initial simple/basic instruction form. Wills are prepared on your information in thatinstruction form and any errors or omissions in the instructions will appear in the Will.

You approached us through the free will the charity campaign.

We agreed to provide a restricted number of free basic ("simple") wills to assist the charities participating in. The purpose of our involvement in the scheme was to give charities the maximum benefit.

We offer the equivalent of basic will details of which you can find on our website. In fact, it leaves everything to a spouse/partner absolutely and then to children equally. We will extend this to make a legacy or residual you requested a charity/charities of your choice. Any additional work is chargeable as set out on our website.

You stated that you only wanted a basic Will, which leaves everything to spouses/partner or if he/she does not survive to all your children equally.

There are additional clauses, which could be appropriate to your circumstances:

* provisions should your spouse/partner remarry and/or make new which could exclude your children
* provisions for grandchildren
* To give wider powers of investment or advancement to minor children under 18 by express provision
* To raise the age at which children may receive to 21 or 25 as 18 years may be thought to be too young;
* To make substitutional gifts to grandchildren should any child die before you or does survive to the age at which they will benefit. The gift will then be shared amongst you other children
* Additional powers that may make the work of administration of your executors easier in certain circumstances.
* Expression of wishes in relation to your funeral arrangements

You rejected our advice confining yourself to a free basic Will f.

You did not accept our recommendation that you execute the Will at my office to ensure that it is done correctly – many wills are invalid as they are incorrectly executed.

You checked you will prior to signing and completed a checklist confirming that each of the items referred to are correct and complete. It is very easy for drafting errors to creep in. Word processors increase speed, but not always accuracy. It is **Very important** that you check the Basic Will carefully as we rely on your approval to ensure that no such errors occur. Should you notice any errors following our meeting, please refer to us. (There will be a charge for any amendments)

Should you have any queries please contact the office 01634 838656 Mon-Wed 10.30am-4.00pm ONLY. Calls to our Answering Service are charged at £25,00 + VAT per call

#### Inheritance Tax, Trust Clauses and Severances of Joint Tenancy

We have relied on the financial information contained in the instruction form. You decided that financial reasons you did not wish us to give any advice in this regard

###### Overseas Property

Your Will is normally drafted to deal with your worldwide estate. If you have told us you have overseas assets please check that this is reflected in clause 1. Please remember that you should make a Will in a country where you have your property overseas, limited to your assets in that country. Please ensure that the foreign notary knows that you have an English Will and that any future Will that he/she drafts **does not** have a clause in it to the effect that ‘all my former wills are revoked’, as such a clause will revoke the English Will you are now making. Should you have already made an overseas Will, this English Will would revoke that overseas Will, unless it is amended. If this is the case, please make sure that this issue is specifically addressed by you with us.

You will appreciate that not only may your own personal circumstances change, but that the tax law may also change. I advise that you should review your Will regularly and will do this with you if you are a retained client. You should however contact me should you feel there may be such circumstances.

**Lasting Powers Of Attorney**

We discussed these and you decided against them at this time.

Exclusion or omission of close members of your family

You informed us that there are no close members of the family that you are excluding. Should you have any children or dependants not mentioned in the instruction form, you must inform us in writing.

Testamentary Capacity

Whilst medical science makes the body last longer this is not always the case with the mind. Allegations of lack of “Testamentary Capacity” are an easy way to challenge a Will. Once a testator is no longer alive, it is difficult to rebut. If, as solicitors, we do not take steps to verify capacity, at the time of instructions/execution of a will, your named beneficiaries may have a complaint against us for not taking the necessary steps.

You instructed us that you did not wish us to take steps to verify your testamentary capacity/AMTS score to minimise the risks of a challenge to your Will. You will appreciate that we always recommend such a test when a client is over the age of 70.

You will appreciate that to provide evidence in requiring your executors or others to pay our costs that may arise as a result. By proceeding with your wills you (or your estates) will indemnify us against any costs or claims arising.

Confidentiality and the supply of information about the circumstances of making a Will

After your death should we be asked to provide a statement relating to the execution of the will and the circumstances relating to its preparation (the Law Society recommended that such statements be given in the "Guide to Professional Conduct of Solicitors 1999 at page 450 which, in itself, it reflected the decision of the Court of Appeal in Larke-v- Nugus (1979)) we shall make a standard advance charge of five hundred pounds + VAT ( if appropriate) to supply such information and then on our (or our successors) standard hourly rates as appropriate uplifted by any increase in the Retail Price Index from now. We accept your instructions on the basis that you agree and instruct us to only supply the information on this basis

We are often contacted by executors following death. We offer a fixed fee interview to executors in these circumstances. (Free to retained clients). Other calls or time/arrangements are chargeable with a minimum fee of £50.00. Any outstanding fees are also chargeable to your estate.

Documentation

You will recollect that we gave you a booklet containing information on the practice, terms of engagement, costs and our complaint procedure.

Who is responsible for your work

Myself with Anita Mann, Lisa Lee and Elizabeth Isaac Garner contactable at the office 01634 838656 Mon-Wed 10am-2.30pm. As you may be aware, Anita has the Financial Planning Certificate and Accounting Technician qualifications.

Fees

You will also recollect that I explained the nature of an agreed fee agreement, we agreed the fees for the work involved and I supplied a receipted invoice. Please remember that the fee is fixed for the work described:

**Wills:**

Included in the agreed fee

Attending on you (or at your house an extra cost unless you are disabled and are unab*le to come to our office). Taking your instructions using our standard instruction form. Supplying you with the client care information and an acknowledgement of instruction letter.*

Making an appointment and attending you at one meeting, unaccompanied, at our offices (or at your house an extra cost unless you are disabled and are unable to come to our office)., completing instruction form with you, preparing a draft and sending to you within approximately 21 days, receiving details of any amendments, by ordinary post and sending a further draft within a further 21 days. Once the draft is approved, preparing the copy for signature and sending to you, with instructions for execution/retaining pending your attendance at our office. Receiving from you an executed copy and scanning same into our computer system

**Lasting Powers of Attorney**

Supplying you with a draft and supplying a copy for signature. Receiving from you a photocopy of the executed copy for our file (unless you have asked us to undertake further work in respect of registration, but not confirming that execution is correct. Please note registration of LPAs are at an extra cost

The agreed fee remains the same (and is not refundable) notwithstanding any changes in your personal circumstances or requirements.

The agreed fee does not include:

Any additional work not included in the agreed fee or additional meeting(s) in my capacity as a solicitor and in those circumstances the fees are chargeable at our normal hourly rates. Such additional work includes. Advising on terms in the Will in response to a telephone call from you, any urgency, deadlines or requests to meet your timescales, involvement of third parties either at the initial meeting or subsequently, new information introduced after the first draft or not supplied in writing prior to the first draft. If the initial instructions taken review a problem that prevents a standard will being prepared and you have advice or discussions with us as a result. Any calls to check progress outside of the Core Office hours. Any deadlines or urgency. Additional attendances the fee does not include work in relation to registration of LPAs at The Public Guardians Office.

**Please note that I reserve Thursdays and Fridays for drafting and research and am not available within any agreed fee during these times. If you contact me, or leave a message with our answering service during those times then my normal hourly rates together with a 25% uplift apply. You should assume that there will be a minimum fee of £25.00 +VAT.**

**Hourly rates are currently**

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| --- | --- | --- |
| **Name** |  | **Hourly Rate** |
| Graham Colley\* |  | £250 |
| Anita Mann |  | £150 |
| Legal Assistant |  | £125 |
| Junior Legal Assistant |  | £50 |

* + Rates are indicative and may be subject to upward review during the period of your instructions

Outstanding fees

For non-retained clients any outstanding fees are payable prior to the dispatch of Wills/LPA’s for signature. A lien is exercised if there are any outstanding fees

Notice under the of Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008

If we have seen you at your home you will have been supplied with the notice on the above regulations. The major part of our work is attending you and taking your instructions. You have signed a notice acknowledging that fact and that you would not rely on such regulations. If you decide to serve a notice under the regulations you may cancel the contract, but you will receive no refund for the agreed fee as most of the work would have been undertaken.

Things that May go wrong

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| **Problem** | **Explanation** | **Remedy** |
| Timescales | Your instructions are accepted on the basis that there are no urgency or time constraints. Sometimes ‘clients’ timescales without making it clear they are important. Unless, these are specified and agreed in writing, it will be taken as an aspiration | Should matters be or become urgent, please make this clear change then please inform us and we shall endeavour to assist. Please note that this will involve extra cost as set out above |
| Delay - You do not hear from us within the time periods mentioned. | It could be that your communication to us has not been received or has been overlooked or misfiled. We may think we are awaiting to hear from you. | please telephone during our core office hours (Monday-Wednesday 10:30 AM-4:00 PM) or text 07785 311342. Calls outside of those hours are not part of the agreed fee and are chargeable at our normal hourly rates |
| Letters to you have the incorrect postage | As a solicitor of over 30 years qualification, I do not feel that I have to stamp all my own letters and this can be delegated. Unfortunately, juniors can get it wrong. I apologise, as I understand how annoying this is , but trust you will appreciate I cannot supervise every postage stamp. | If this happens, I will refund the excess postage and will ask the junior concerned to contact you to apologise |
| There are errors in the drafts | The process of will drafting is to reflect your instructions accurately. This may not happen in the first draft and we require further clarification from you. | Please alter the draft or write a separate note of clarification.  Remember the draft are based on the instruction form which you checked.  If you are not a retained client we expect you to inform us of any alterations by post/hand delivery |
| There are typing/spelling errors in names and addresses. | The drafts supplied to ensure that any errors are corrected by you | Please ensure these are corrected on the draft Wills supplied and that you adjust the checklist accordingly |
| You do not like the administrative clauses in the draft | We have responsibilities not only to you but also to your executors and beneficiaries. We believe that these clauses are useful to assist in administering your estate | if you wish these removed, then we would have to have your specific instructions to do so, to protect ourselves against any claims in the future. Extra work would be involved in this |
| You are having difficulties with the draft will/LPA | There are written explanations of the main administrative clauses. | If you would like further explanations then we are happy to do so. Telephone explanations to retained clients are no extra cost |
| You are asked for further clarification by me | Particularly, if I do not see you in person, but you are seen by one of my assistants, there may be issues that arise from my consideration of your matter. The agreed fee is for taking instructions in relation to a standard will. If there are complexities, then I may have to deal with you directly.  Not only do we have to ensure that your instructions are understood, but we also have obligations to your potential executors and beneficiaries. | Please ensure that you supplied the clarification required |
| You feel that the instruction-taker is too young/not experienced.  In order to keep costs within the agreed fee | , if you are seen at home, then the instruction taker will not be a solicitor. They will however be working under my supervision. The instruction takers role is just that. It is to take your instructions.. | Any problems or advice issues will be referred to me. If they fall outside the ambit of a standard will then you will be informed before we proceed |
| You have incurred extra fees | As explained at the initial meeting and above, the agreed fee is for agreed work. If you ask for work outside/in addition to that agreed, then it will be undertaken, **but there will be extra cost. To avoid additional fees, please avoid asking for additional work/advice** | Please ensure that you read this letter carefully to ensure you are aware what is included and what is not included in the agreed fee.  If the time costs involved are relatively small and you are a retained client , we may add these to ‘the discount period. If you are not retained you will be invoiced and advance payment will be required |
| We expect you to be proactive. | Chasing is not part of the agreed fee. We try to keep the work within the agreed fee work | On an agreed fee you are only supplied agreed work. This is sufficient for your will to be prepared. We will work on a time basis , but if you do not change to that basis |
| You think that the will contains a clause appointing me as an executor. | The will contains an optional and non-binding instruction to those who you actually appoint to seek my advice. It is a suggestion to your executors that if they need help they can look to me, as obtaining probate and administering an estate can be complicated. I offer retained clients a half hour free interview to let them know how I can assist. | This clause may be deleted by you if you so wish |
| Complaints | If a telephone call does not rectify the problem | Please see my client care information for details of my complaints procedure |

Complaints

I am committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact me by post to my office. We have a procedure in place which details how we handle complaints which is available in the Client Care information already supplied and is available on my website. I have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

It is a pre-condition of my acting for you that you agree to have a meeting at my office to discuss to try to resolve your complaint. Your continuing instructions after the date of this letter are your confirmation that you are willing to attend such a meeting.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

For whom we are acting – «ContactName». Whilst we try to check to see if there may be a conflict with any other client/relative, should you be aware of any potential conflict, please discuss it with us and the necessity for independent advice.

Would in particular call your attention to the fact that you have chosen not to include a number of clauses that we might recommend, contrary to our advice. We have pointed out that this could cause difficulties to your executors and/or your beneficiaries.

Work to be undertaken:

* To prepare a basic will for you
* To supply Lasting Powers Of Attorney for signature

You opted not to be a retained client

Yours sincerely

Graham Colley

Solicitor

LLM MBA DIP PFS

Solicitor

**PLEASE RETURN THIS PAGE BY POST TO:**

**Graham Colley–Solicitor 27 Gun Tower Mews Rochester Kent ME1 3GU**

I/We confirm we have checked:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Checklist** | | | **Checked by** | **Checked by** | **Checked by Client** |
| 1 | My/Our full name(s), address(es) & Postcode(s) are complete and spelt correctly. | |  |  |  |
| 1. 2   2 | The Executors (& Guardians) full names and addresses are complete and are spelt correctly. | |  |  |  |
| 3 | Missing information about beneficiaries is included (if any) and their names & addresses are complete and are spelt correctly. | |  |  |  |
| 4 | Any missing information in any other sections have been supplied. | |  |  |  |
| 1. 5   5 | All gifts mentioned in my/our instructions are included and are accurate. | |  |  |  |
| 6 | The provisions as to what happens if any beneficiaries predecease me/us accurately reflects my wishes. | |  |  |  |
| **We return the draft Will(s) & I/We wish to:** | | | | | |
| 1 | Approved with **no** amendments. I/We have initialed and return the drafts. Please prepare the copy/ies for signature. | | | | Or |
| 2 | Approved **with** amendments. I/We have marked all alterations omissions clearly, and once those corrections are made I/we authorise you to prepare the copies for signature. | | | | Or |
| 3 | There are numerous amendments. I/We have marked all alterations omissions clearly and wish to have a **further draft** sent to me/us. | | | |  |
| **Regarding executing our Final Will(s) I/we wish to:** | | | | | |
| 1 | **Come to 27 Gun Tower Mews** to have the execution of my/our Will(s) witnessed (we appreciate that if we are **not** Retained Client(s) this will carry a fee of £75+VAT).I/We will telephone your office 01634 838 656 during your core office hours (Mon-Wed 10.30am-4pm) to arrange an appointment during those hours. | | | | Or |
| 2 | **Have someone attend at my/our home** as an additional witness and to ensure proper execution of my/our Will(s) (we appreciate that if I am/we are Retained Client(s) this will carry a fee of £75+VAT and if I am/ we are not (a) Retained Client(s) a fee of £125+VAT) I/we will telephone your office 01634 838 656 during your core office hours (Mon-Wed 10.30am-4pm)to arrange an appointment. | | | | Or |
| 3 | Have my/our Will(s) **posted to us** and to rely on the written instructions supplied by you regarding due execution. I/We understand that once we have approved the draft(s) and requested will(s) to be sent to me/us, any further amendments will be chargeable. | | | |  |
| **Sign: ……………………………………** | | **Sign: ……………………………………** | | | |
| **Print Name: ……………………………………** | | **Print Name: ……………………………………** | | | |
| **Date: ……………………………………** | | **Date: ……………………………………** | | | |

**Don’t Disappoint your Beneficiaries!**

A Will is one of the most important documents you will ever sign. Make sure that it is up to date, reflects your wishes and has been properly executed.

**Check your Will** to ensure:

* That it contains the right gifts/ amounts and to the right beneficiaries.
* that it includes any new members of the family or takes into account any changes

**Consider over time** whether your inheritance tax situation may have changed and, if so, please consult me.

**Make sure** that there have been no execution errors:

* Letting beneficiaries or their spouses act as witnesses
* Not reading will before signing
* Not dating the will
* Not supplying me with a copy of the executed will, if you wish it to be checked
* Not obtaining a doctors certificate if there is any doubt about testamentary capacity
* You actually execute your Will! Remember: I advise that you execute your will at my office so there is no doubt as to its correct execution

**Any questions –Please contact me**

**Graham Colley – Solicitor**

I/We confirm we have checked (please tick)

|  |  |
| --- | --- |
| **Checklist** | **Please tick if correct** |
| The spellings of my/ our names and addresses |  |
| Our names are complete including any middle names |  |
| The Executors (& Guardians) names and addresses are complete |  |
| The Executors(& Guardians) names & addresses are spelt correctly |  |
| Any missing information about the beneficiaries is included |  |
| The beneficiaries names & addresses are spelt correctly |  |
| Relationships where appropriate are complete |  |
| Any missing information in other sections has been supplied |  |
| All gifts mentioned when the instructions given are included |  |
| The provisions as to what happens if any beneficiaries predecease me accurately reflects my wishes |  |

I am/We are storing the Will myself/ourselves:

|  |
| --- |
| Where you are storing your Will:  If the Wills are held in a home safe we confirm that someone knows the combination/ whereabouts of the key |