

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 to a minimum. Supplying information in advance reduces time taken during initial meeting collecting this and maximising the time for discussion. If you prefer not to do this, we are happy to take details from you at the meeting, but this would incur additional cost.

If you have any questions, please include them in a covering letter/email. If we consider necessary, we will contact you. If we do not, we will deal with any queries at the meeting. Do not delay sending such of the advance information as you are able to supply.

Please bring any documents that we have either asked for in this Wills Pack or you think may be relevant to our meeting

2. Do I need to use the instruction form?

You need not, should you wish not to do so. The required information can be sent in writing or by email. Information submitted electronically is preferable as it avoids errors in transcription.

If the form is incomplete, we will have to spend time at the meeting gathering and typing the additional information. If financial information is not given, it will be assumed that there is a larger estate. If the form is handwritten, we may not be able to read the handwriting and errors may appear in the drafts or when being typed into our database.

3. I haven't returned the information by email at least 48 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. There will be an extra charge of £25.00 + VAT for transcribing information from a handwritten form or information is missing.

4. I am unable to make the appointment

The non-refundable deposit is to reserve your appointment and time allocated. 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. Rearrangements, unless supported by a medical certificate, are charged at £25 plus VAT

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.

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. If you proceed on a fixed (Agreed Fee) basis this, too, is not refundable

6. What will happen at the meeting/videoconference?

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. (If you have a larger estate as defined or you wish to make any exclusions, as defined, these additional costs are not optional. 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: <https://www.grahamcolley-solicitor.co.uk/client-information/>

8. What is an exclusion?

An exclusion is where it is proposed that a close member of the family (spouse, partner, child or other dependent) is treated differently to others of a similar class. This includes an ex-spouse unless there has been a Financial (Consent) Order on divorce. (If you are divorced you should bring a copy of the Final (Consent) Order with you). Exclusions involve discussion and extra time outside of the work of included in a Standard Will. Exclusions can cause considerable problems and so extra care must 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 £300,000 for a single person or £600,000 for a married couple will be subject to an initial fee of £100+VAT. Inheritance tax advice is not given at the meeting although issues may be discussed.

If a client has received Inheritance Tax from another source a copy of that advice should be brought to the meeting for our consideration information.

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. The agreed fee is non-refundable for a client decide not to proceed.

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

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. Such an addition to a meeting will involve a charge of £100.00 +VAT per person.

You are our client and if another person (e.g. a child) becomes involved, it can cause problems of confidentiality and possible allegations of undue influence. We reserve the right to only deal with the client who instructs us. Contact with any third party is not part of an agreed fee.

12. What additional charges can there be?

The prices quoted (£115-single/ £135.00 couple + VA) are for a standard will (defined as, all assets to a partner/spouse and then to the children equally. Exclusions/second families/testamentary capacity/ net estates of over £300,000 (single) (£600,000 joint), additional properties &/or 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 These matters may occur because the nature of your instructions of assets.

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

Lasting Powers of attorney, lifetime interest or discretion trusts or specialist trusts and property work are not part of any agreed fee

Specimens of these additional these can be located on our website under "client resources":

<https://www.grahamcolley-solicitor.co.uk/client-information/>

Any additional costs not accounted for at the meeting may be charged subsequently

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 included in the Agreed Fee Agreement 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

with the assistant an alternative course will be suggested to you.

15. What if I decide I do not want a Will after consulting you?

You will be charged on a time basis at the usual hourly rate of the solicitor/assistant involved, which may be more than the fee for a Standard Will. If you have entered into an Agreed Fee Agreement

16. Why do you make an extra charge if a net Estate is more than £300,000 for a single person or £600,000 for a couple?

If you are fortunate enough to have a larger estate, it is more likely to have problems and the potential risks to us are greater.

If a client does not complete the assets section of the Information Form or chose to make non/part disclosure, the estates will be class. The client may also be required to sign a disclaimer protecting us against claims by beneficiaries.

17. Will you update the will I made with another solicitor/will writer/other wording?

If you ask us to consider or retype a will prepared by someone else, we cannot be sure that it is accurate/correct without careful consideration. Checking someone else's work is far harder/more time consuming than using our own. Accordingly, we would be very reluctant to do so, and, if we agree, it would not be within an Agreed Fee, but on a time basis. We will also ask you to sign a disclaimer.

Similarly, if you wish us to use wording of your choice, it would take considerably longer than our tried and tested clauses. Discussions regarding this are not part of any Agreed Fee.

18. Will you consider the information we supply before the meeting?

The fee for a standard Will includes inputting the information supplied does not include pre-meeting consideration unless you request it or we deem it to necessary. Any additional time will be charged on a time basis.

19. You have asked us to sign the Information Form and Agreed Fee agreement, but we have not done so.

We do require a signed these two documents to be signed before we can commence work. If you have failed are unable to do so then you can authorise us e.g. by email or text message to act as your agents to sign these documents on your behalf.

20. We have failed to supply proof of address and proof of identity in advance.

We will undertake an electronic search at a cost of £20 plus VAT per person if this information is not supplied with the returned forms.

21. I want to have someone in a videoconference with me

Videoconferences have limitations. It is far harder to assess reactions and emotions and the influence of others. We always have to be mindful of undue influence. There are only limited circumstances in which we will allow another person to be in the room during a videoconference (e.g. a non-beneficiary to help with setting up the videoconference). You should contact us in advance if you propose to have anyone else. You will note that there is an additional charge for additional participants (other than a non-beneficiary purely videoconferencing technical purposes, who does not participate in the discussion)

**22. A Clients relative contacts us after our meeting/
videoconference.**

As solicitors, we have a duty of confidentiality and cannot discuss matters with third parties without your prior written agreement. If you are unable to contact us yourself/yourself, it raises questions about undue influence and/or testamentary capacity and we would have to consider safeguarding issues.

Any such discussions, if they proceed are not part of the Agreed Fee as they would be charged on a time basis as set out in the acknowledgement to client letter that will be sent to you following the meeting/videoconference.

