

PRIVATE & CONFIDENTIAL
XXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXX

Dear

XXXXXXXXXXXX

This is but a template and whilst the principles will apply to all clients, it will be adapted to client individual needs.

Preparation time is approximately 45 minutes

Your Will (s) Confirmation of your instructions

I am writing following your meeting with Graham Colley at **our office / your home**.

At your request I saw you with , but prior to our discussions I saw you alone and you confirmed that you wished that they be involved. Should you wish to discuss any issue please contact me direct. It may be that either I or you will decide that you should be seen independently. This is important if there is any possibility that your Will could be challenged by an aggrieved member of your family who suggests that there has been undue influence. I do not know your family circumstances and therefore can only advise on the safest course. It is for you to decide whether you wish to take that advice. If you request that any third party can relay your instructions, I may decline to accept indirect instructions at any stage. You will also appreciate that involvement of third parties will involve extra cost which will be in addition to the agreed fee.

You will remember you signed the instruction form at our meeting/ I attach a copy of your instruction form. Please check it again and, if there are any errors, amend it in pen, and return it to me for my file. Please remember the draft(s) are prepared on your instructions in the instruction form and any errors in the instructions will appear in the draft(s).

At our meeting, I discussed if there was any urgency and you stated there was not. Your instructions are therefore accepted on the basis that there is no urgency or any specific time limits (e.g. holiday or hospital dates). Should this alter or should you have any specific timetable in mind or the timescales do not suit your requirements, please inform us and I will endeavour to assist, although you will appreciate that this attracts an extra cost to reflect the extra work it necessitates. This will be on a time basis at the rates shown below.

I enclose a copy of the **draft** will, it is not the copy for you to sign. Please check the draft, paying special attention to names and addresses. Should your instructions have been ambiguous or in any way difficult, there is scope for misinterpretation. There is also the possibility of typing errors. You must check it to ensure that it meets your wishes.

Should there be any alterations, please mark these clearly in pen and return the draft to me. If you are happy please mark the front of draft "approved" and send it back to me. This should be returned by **ordinary** post (emails often get 'lost'). Please note that our faxes are also received by e-mail and, even if a delivery report is received by you, it could be lost/deleted amongst the junk e-mails received. It is not necessary to return drafts or copy documents to us by recorded or special delivery. Indeed, if I miss the postman, it necessitates a visit to the post office to collect the item and as this takes a considerable time, I regret, a small charge must be made to cover the extra work. I recommend that executed Wills or lasting Powers of attorney be delivered by hand to our office, although.

I enclose a checklist for you to complete a confirming that each of the items referred to are correct and complete. Please note I shall not supply a copy for signature until you have confirmed everything is correct by completing signing and returning the checklist. **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 drafts carefully as I rely on your approval to ensure that there are no such errors. The draft is for you to ensure that the final Will is accurate.** If there are a number of alterations I shall send a second draft to you for approval.

I attach a written explanation of the "Administrative Clauses" at the end of the Will. Whilst these clauses are in "legal language" these are required should there be a problem in winding up an estate. I believe they are useful and should be included. Extra explanations are not part of our agreed fee, as this written information should suffice, but are included as part of the discount if you are a retained client (non retained clients are invoiced for separately).

I acknowledge receipt of your payment for the agreed fee. You have been supplied with a receipted fee agreement.

At any stage, if you do not hear from us within 21 days of your reply, please contact us during our Core Office hours Monday – Wednesday 10.30am -4.00pm, in case there has been a

postal or other problem. In particular, if using email, it is easy for a message to be misfiled or deleted. Please do not rely on email to give us instructions. Any email should be confirmed by a postal copy. Please remember that our agreed fee does not include telephone explanations as I supply a written explanation of the clauses.

Once the amendments are approved, I shall then arrange for the copy to be sent to you for signature with a guide to signing your Will. A considerable proportion of wills are executed incorrectly. I strongly recommend that you execute the Will at my office to ensure that it is done correctly. If you are a retained client, this is included in the retainer otherwise I will do so for a small charge. If contrary to this advice you decide not to use this service, you must follow the instructions for signing and witnessing the Will exactly otherwise it will not be valid. Unfortunately, I make a charge to you if the final documents have to be re-prepared. I also make a charge if I have to 'un-archive' your file if your Will is not completed. I shall attend at your home at your request; although you will appreciate that this will involve a time and travel cost.

You will appreciate that neither the draft, nor your initial instructions are of any legal effect and your instructions are only effective once you have executed the Will. Should you have any time constraints I shall try to assist, but I cannot, of course, be responsible for ensuring you execute your Will nor for sending reminders.

Inheritance Tax, Trust Clauses and Severances of Joint Tenancy

Some time was spent during the meeting discussing whether these would be appropriate for your circumstances. I have relied on the financial information contained in the instruction form. You decided that **for family and/ or your own financial reasons you did not wish to proceed with these in your Will and instructed me not to make any consequential transfers at the Land Registry.**

If you instructed me to sever the joint tenancy of your home, I will send you copies of the entries at HM Land Registry to confirm that this work has been done. If you do not receive these by the time you receive your Wills for signature, please check with me. Please note that there is work involved in setting up the trusts when the Will comes into effect.

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

Lasting Powers of Attorney documents were discussed during the meeting and **you decided against them at this time** / have instructed us to prepare LPAs for you.

Your draft documents will follow under a separate heading. If you do not receive the documents within 21 days, please contact us during our Core Office hours Monday–Wednesday 10.30am–4.00pm, in case there has been a postal or other problem.

It is important that, and you must formally confirm you have read to you the prescribed information and execute them as I indicate. If they are not correctly executed, I make an additional charge of £75.00+ VAT for supplying new copies for signature. Our Work is restricted to preparing the documents and checking they appear to have been correctly executed. I do not guarantee that they have been correctly executed so registration is recommended.

Registration is additional work outside of the agreed fee, which I shall be happy to undertake for you, if and when instructed.

I recommend early registration and cannot be responsible if registration is delayed and the LPA's are found to be faulty on registration after capacity has been lost.

Exclusion or omission of close members of your family

Most Wills leave everything to a spouse/civil partner and then onto children in equal shares. If a will does not do this it is very possible that there are likely to be disappointed relatives who may wish to challenge the Will. Within the law, your wishes are contained in your Will. Unless the correct procedures are followed, a successful challenge to your Will becomes more likely. You are, of course entitled not to follow our recommendations, especially as they involve extra cost, but if you do so I shall be obliged to record such dissent and this is likely to be of significance if your Will is challenged.

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.

Letter explaining Exclusion

You have instructed us to prepare a letter setting out the reasons for any exclusion and agree to have this read to you by a medical practitioner or two other persons who can confirm that this reflects your wishes.

You instructed us that you did not wish us to take steps to record the reasons for any omissions/exclusions to minimise the risks of a challenge to your Will. You will appreciate that this is contrary to our advice and will increase the risk that your will may be challenged.

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 I 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.

If you are under 70, then we would not usually undertake any testamentary capacity assessment.

You confirmed that you wished us to do this.

I conducted an AMTS test which showed a result of **XX** out of 10

The Abbreviated Mental Test Score (AMTS) was introduced by Hodkinson in 1972 to quickly assess elderly patients for the possibility of dementia. The test has utility across a range of acute and outpatient settings. It has been tested on an Australian sample of patients. The test takes 5 minutes and must include all 10 questions. Maximum score is 10. A score of less than 7 or 8 suggests cognitive impairment. The test can differentiate normal from cognitively impaired but is not reliable in identifying delirium.

I shall write to your medical practitioner to obtain a report confirming your capacity and asking that he/she be in attendance at the execution of your Will. You will be responsible for paying GP any fee as well as our additional costs and liaising with the GP on a time basis. Nowadays GPs are more reluctant to undertake such work, in which case we shall seek to obtain the report of a psycho geriatrician or nurse with suitable qualifications.

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 I always recommend such a test when a client is over the age of 70. You will appreciate that this was contrary to our advice.

If following your death, we are asked to provide information, documents or evidence by your executors or others further chargeable work will be involved. By proceeding you agree that you (or your estates) will

indemnify us against any costs or claims arising and, at our request will make payment in advance.

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

After your death should I 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)) I shall make a standard advance charge of £500+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. I accept your instructions on the basis that you agree and instruct us to only supply the information on this basis.

I am often contacted by executors following death. I 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 £75.00 (+VAT). Any outstanding fees are also chargeable to your estate, as are any unbilled time costs, whether or not notified to you, or retainer payments outstanding. You authorise your executors to pay these to us on the grant of Probate.

Compliance Issues

Documentation

You will recollect that I sent/gave you a booklet containing information on the practice, terms of engagement, costs and our complaint procedure. (It can also be found on our website under "Client Resources")

Who is responsible for your work?

Myself contactable at the office on 01634 838656 during our core office hours Monday-Wednesday 10.30am-4.00pm. As you may be aware, Anita, Elizabeth, Lisa and on occasion others also assist me.

Only applicable

If Graham Colley is to Appointed an Executor in your Will

We discussed the options available regarding executors with you and you understood that the executor(s) do not have to be professionals; that they may be a family member or a beneficiary under the will; and that lay executors can choose to instruct a solicitor to act for them if this proves necessary and will be indemnified out of the estate for the solicitors' fees.

Graham Colley will only act a joint executor with another, normally, lay executor

I informed you of our costs for acting on behalf of the executors, which is the same as acting as an executor, and

these can be found at page 30 of the Client Care and Cost information supplied to you today (and can also be found on our website under "Client Resources'). The costs basis would ultimately be agreed by the joint executors.

You can change this appointment before your will is made or in any subsequent will

Third Party Involvement

You are your client and our obligations, particularly those of confidentiality are to you. Occasionally, relatives feel that they should be involved. Unfortunately, this can cause considerable difficulties and I would urge against it. If any third party becomes involved then we reserve the right to verify any information you and any time involved in dealing with such relative/third parties is in addition to the agreed fee.

If we consider that there is any potential conflict of interest or potential breach of confidentiality to you, we will not see you with that relative/3rd party. In the event of it being part of a complaint, if you wish to bring someone to a complaints meeting could not be a beneficiary potential beneficiary.

Fees

You will also recollect that I explained the nature of an agreed fee agreement, I 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:

The agreed fee includes:

Making an appointment and attending you at one meeting, unaccompanied, at our offices (or at your house at an extra cost if you are unable to come to our office). Completing an instruction form with you. Supplying you with Client Care information and an acknowledgement of instructions letter. Preparing a draft will and sending it 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 will 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, but no confirming its proper execution unless executed in our office.

Lasting Powers of Attorney:

The agreed fee includes:

Completing an instruction form with you. Supplying you with Client Care information and an acknowledgement of instructions letter. Supplying you with draft LPA documents and supplying a copy for signature. Receiving from you a photocopy of the copy executed for our file (unless you have asked us to undertake further work in respect of

registration, but not confirming that execution is correct).

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 Office of Public Guardian.

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

Name		
Graham Colley*		£250
Anita Mann		£150
Legal Assistant		£125
Junior Legal Assistant		£50

- **Please do not send items by recorded or special delivery unless by prior arrangement as this can cause problems. A fee of £15 + VAT is made to receive such items.**
- A 20% element to cover factors such as any delay in payment of my fees, time that may have been unrecorded, uplift for complexity or urgency and an estimate of time to completion will be added to the final account ("Completion element")
- Rates are indicative and may vary
- VAT is added at the current standard rate

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.

If you are a retained client I may, at our discretion, add any time costs to the retainer discount and if the retainer is cancelled, invoice for the outstanding amount. Whether retained or not you authorise us to invoice your estate for any time costs (including element to completion).

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

If I 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

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 I 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. I may think I am waiting to hear from you.	please telephone during our core office hours (Monday-Wednesday 10:30 AM- 4:00PM)
Letters to you have the incorrect postage	As a solicitor of over 30 year's 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 I require further clarification from you.	Please alter the draft or write a separate note of clarification

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	I have responsibilities not only to you but also to your executors and beneficiaries. I believe that these clauses are useful to assist in administering your estate	If you wish these removed, then I 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 I am 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 I have to ensure that your instructions are understood, but I 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 I 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, I may add these to 'the discount period. If you are not retained you will be invoiced and advance payment will be required

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. I have a procedure in place which details how I handle complaints which is available on my website. I have eight weeks to consider your complaint. If I 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 and try to resolve your complaint. By continuing your 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 complaints you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WF1 9WJ to consider your 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 6 years of the act or omission about which you are complaining (or if outside of this period, within three years of when you should reasonably have been aware of it).

For whom I am acting –

Whilst I 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. If you wish us to deal with a Third party then your authorisation must be in writing. I reserve the right to deal with you directly at all times and may seek further telephone clarification from you as to your instructions. Dealing with 1/3 party will increase your costs in addition to the agreed fee

Work to be undertaken:

- To prepare a draft will for you and, once approved, to prepare the copy for signature

- To undertake an AMFS score
- To draft Lasting Powers Of Attorney and, once approved, to prepare the copy for signature
- To prepare a request for a medical report to avoid challenges to my/our testamentary capacity
- To prepare a statement of exclusion setting out the reasons for excluding any relative.
- To sever the joint tenancy of your home and to include a property trust to allow the survivor to live in the home for the rest of their life and then to pass to your ultimate beneficiaries.
- To prepare an application for Transfer of Equity and Stamp Duty adjudication and submit the same after execution to HM and Registry (HMLR fees are in addition)
- To insert a discretionary trust into your will to allow the sum below the Inheritance tax threshold to be held in a trust for the discretionary beneficiaries

You opted to be a retained client - please see the information below.

You opted **not** to be a retained client. Please note that meetings, correspondence, calls and advice outside the agreed fee work and execution of your Will are chargeable (with minimum fee of £75 + VAT per half hour or for attendance at execution).

Yours sincerely

Graham Colley

Graham Colley
LLB MBA DIP PFS
Solicitor

For Retained Clients

Wills

The costs of any additional work, including telephone calls and attending you to execute will are, at our discretion, incorporated into the retainer and are not chargeable provided the retainer is maintained for a period equivalent to the costs.

Remember:

- you can phone me at any time on 07785 311342 and I aim to give you initial advice in general terms on any legal issue you or member of your family may have (to be relied on any such advice must be confirmed in writing);
- If it is an area outside of my expertise, I shall seek to assist in finding a specialist;
- I shall try to build in small extra time costs into the retainer on the basis that they are / will be absorbed after the end of the discount period. Should you decide to terminate the retainer at the end of the discount period then you should check that there are no extra costs before you cancel.
- Should you terminate the retainer prematurely then there is an admin cost for calculation and correspondence with you of £50 + VAT.

When we met I went through the compliance documentation and supplied you with copies. Amendments to such documentation are made from time to time and are posted on our website. Your standing order is being sent to the bank the first payment is on receipt and then quarterly starting on the 6th of **next month** and thereafter every quarter. You will recollect that when you opted to be a retained client you received a discount on fees and any extra costs may be carried over into the retainer, the discount and any additional fees become payable and are agreed to be absorbed provide you maintain the retainer, should you terminate the retainer before a sum equivalent to the discount additional is paid.

Only you can discontinue the standing order through your bank, but we would expect you to inform us in advance, should you do so.

Should you have any queries, please not hesitate to raise them with me. However, I should draw certain matters to your attention again:

- I do not have a client account and therefore do not hold clients' money.
- The practice does not accept service of Court Proceedings or other process
- The terms of Engagement I gave to your supply more details of the terms of the Retainer
- My work as an independent financial adviser is undertaken separately and is regulated by the FSA and not the Law Society;
- Whilst I hope that it will be long and fruitful, you may cancel the retainer at any time. Should a client be in financial problems, I would hope to be able to continue to assist them through such difficulties and would hope other clients would understand if they are not getting an immediate benefit from their retainer.

grahamcolley+

Parties to a Lasting Power of Attorney

We are often asked about the roles of each of the parties in LPA.

There are three types of parties to the Lasting Power of Attorney:

The Attorneys. They are the people who you wish to act for you if you lose capacity or no longer wish to look after your own affairs. These are normally a spouse and children. I need their full names and addresses and dates of birth. Telephone numbers are also useful although not obligatory.

The Certificate Provider. This is the person who certifies that you understand what you are signing, have read a short statement about what a Lasting Power of Attorney is and that you know who the Attorneys are. This is someone, who is not a relative or connected to the Attorneys. Normally this will be a friend or neighbour who has known you for at least two years. For persons who have moved or there is doubt about their capacity then a registered professional can give the certification. Professionals will normally charge for this.

The Notificants. They are informed when the Lasting Power of Attorney is registered, which is a second stage. Their role is to inform the Office of the Public Guardian, if they think there may be fraud. (In almost all cases they do nothing but receive the notice and ignore it). They must not be the Attorneys or the Certificate Provider or their partners or spouses. They can be anyone in the UK (even if you don't know them!). It is best to have people who are younger than you, if you do not intend to register the LPA following its preparation. It can be friends, neighbours or grandchildren, nieces and nephews.

We confirm that the following has been explained to us:

The work contained in the agreed fee is

Wills:

The agreed fee includes:

Making an appointment and attending you at one meeting, unaccompanied, at our offices (or at your house at an extra cost unless you are disabled and are unable to come to our office). Completing an instruction form with you. Supplying you with Client Care information and an acknowledgement of instructions letter. Preparing a draft will and sending it 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 will 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:

The agreed fee includes:

Completing an instruction form with you. Supplying you with Client Care information and an acknowledgement of instructions letter. Supplying you with draft LPA documents and supplying a copy for signature. Receiving from you a photocopy of the copy executed for our file (unless you have asked us to undertake further work in respect of registration, but not confirming that execution is correct).

In particular, we understand that the following is not included in the agreed fee and is chargeable in addition. In particular I/we understand the following will attract additional costs which will be invoiced upon completion on a time basis or carried over:

1. Our Core office hours are Monday-Wednesday 10.30-4pm> calls received by our outside answering service outside those hours are charged (£25+VAT)
1. Graham Colley reserves Thursday and Fridays for drafting and preparation. Telephone calls and meetings (as well as other work/time arising) on those days are subject to a 25% premium/uplift on the rates above.
2. Requests for clarification of matters explained at the first meeting or in our letters.
3. Additional visits to us. We like to be friendly but if you call us to the door we have to account for our time! All you need to do is put a letter through the door
4. Sending letters by recorded delivery (unless original Wills. Passports, documents or title). If you wish us to collect ordinary post from the sorting office we will do so, but you will be charged for our time!
5. Telephone requests for updates, arrangements for signing etc. Your instructions are accepted on the basis that there is no urgency for LPA's and that we can order our work, so Wills take precedence.

I/we confirm we wish have had the offer to proceed on a time basis but wish to continue on an agreed fee basis.

I/we also understand that if we ask for work outside of the agreed fee we will be invoiced for it with payment before the release for the final documents. (Unless we opt for the retainer the at your discretion you may add it to the retainer and there will be an extended discount period

.....
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Please return this page by post to:

Checklist		Checked by	Checked by	Checked by Client
	My/Our full name(s), address(es) & postcode(s) are complete and spelt correctly			
	The Executors(& Guardians) full names and addresses are complete and are spelt correctly			
	Missing information about beneficiaries is included (if any) and their names & addresses complete and are spelt correctly			
	Any missing information in any other sections have been supplied			
	All gifts mentioned in my/our instructions are included and are accurate			
	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 copies 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 (I/we appreciate that if I am/we are not (a) retained client(s) this will carry a fee of £75+VAT). I/We will telephone your office 01634 838656 during your core office hours (Mon-Wed 10.30am-4pm) to arrange an appointment during those hours.			Or
2	Have someone attend at our home as an additional witness and to ensure proper execution of my/our Wills (I/we appreciate that if I am/we are (a) retained Client(s) this will carry a fee of £75+VAT and if iam/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			Or
3	Have my/our Will(s) posted to us and to rely on the written instructions supplied by you regarding due execution. We understand that once I/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:

Template Only

Executor/Trustee clauses explanation

1) Giving Control to Trustees

I GIVE DEVISE AND BEQUEATH all my real and personal estate of whatsoever nature and wheresoever Situate (including any property over which I may have a general power of appointment or disposition by to my Trustees upon trust to sell call in and convert the same into money with full power in their absolute and uncontrolled discretion to postpone such sale calling in and conversion for so long a period as they shall think fit -without being responsible for loss

This clause hands control of the Residual Estate to executors. This clause gives temporary CONTROL to the Trustees who can sell assets such as property, claim on insurance policies, transfer share ownership etc. IF NECESSARY Note that the clause ends by saying that the Trustees can 'postpone such sale for so long a period as they shall think fit.....' The Trustees are obliged to look after the estate for the beneficiaries and the real distribution of the estate is specified in the next clause in the Will.

*

I DECLARE that any Trustees hereof shall have power to employ a Solicitor an Accountant or any other person engaged in any profession business or trade in connection with the trusts hereof including acts which a Trustee not being in any profession business or trade could have done personally and that persons thus employed shall be entitled to be paid all of the usual professional business and trade charges for business transacted time expended and acts done by him or an employee or partner and that such payment shall be made from my Estate as part of my testamentary expenses

This clause simply allows your Trustees to employ professional assistance if they wish.

2) Trustee Powers

Executors and Trustees need to be able to administer the Estate as the Testator would have wished. Acting in good faith they may need to invest money, pay for insurances, and allocate moneys to minor children, etc. without being questioned at every stage by potential beneficiaries trying to increase their final share. The following Clauses supply the Trustees with a comprehensive range of powers. These may not all be applicable to all clients but we cannot predict how Testators fortunes may change between the time of writing the Will and the Executor being called upon to prove it. There is no reason why these cannot be included in all Wills.

*

Without intending to derogate from the statutory power.-; of maintenance and advancement conferred by sections 31 and 32 of the Trustee Act 1923 I declare that my Trustees may at any time or times in their absolute discretion apply any part or parts of the capital (up to the whole extent) of a share or interest In my residuary estate of a beneficiary hereunder for the maintenance education advancement benefit or advantage in any such way as my Trustees shall think fit of such beneficiary –

If there is a delay before receiving an inheritance the Testator would have intended that any beneficiary who was a minor should benefit in terms of education and maintenance before reaching the age of majority. This clause allows for this.

*

Whenever my Trustees shall determine herein to apply any income or capital for the maintenance support or benefit of any minor they may themselves apply that income or capital or pay the same to the parent or guardian of such minor without seeing the application thereof and without regard to the means of such parent or guardian or to the amount of any other income of such minor

The Trustees use income or capital from the estate to support a minor beneficiary. They need not follow up the actual use of the money. The decision to allocate money in this way should not be 'means tested' - it should be independent of any funds available to either the minor beneficiary or their parent or guardian.

I Declare that any money liable to be or required to be invested under this my Will may be invested in the purchase of or at interest upon the security of such stocks funds shares securities or other investments of whatsoever nature and whosoever's situate and whether involving liability are not upon such personal credit with or without security as my Trustees shall in their absolute discretion think fit to the intent that my Trustees shall have the same full and unrestricted powers of investing and transposing investments in all respects as if they were absolutely entitled thereto beneficially

The ability to make investments is particularly important if the estate has to be looked after for any length of time e.g. when a main beneficiary is a child and it may be many years before they can inherit (age 18 in England and Wales) If moneys from the estate were simply left on deposit, it could be argued that inflation, taking its toll, would reduce the value of the inheritance. The answer would be to allow the Trustees to make prudent asset backed investments to maintain the real value of the funds. There would be an element of uncertainty about the returns and growth from stocks and shares, so this sub-clause absolves the Trustees from liability for this type of investment decision made in good faith. Obviously, faced with this situation, all Trustees should be consulted and probably a variety of professional advice should be sought.

*

I DECLARE that my Trustees may exercise the power of appropriation conferred by section 41 of the Administration of Estates Act 1925 without obtaining any of the consents required by that Section and even though he she or they may be beneficially interested in the property appropriated

Sometimes a beneficiary may wish to exchange a legacy of money for a personal item - a clock, painting etc. This allows the Trustees to arrange such substitutions.

*

I DECLARE that all income accruing -wholly or partly before the date but received after the date when a beneficiary under my Will

shall attain a vested interest in income shall not be apportioned but shall be applied as income received wholly after such attainment of a vested interest

All the income due to a beneficiary shall be treated as having come after the beneficiary gained access to their inheritance.

*

I DECLARE that my Trustees shall have power to insure against loss or damage by fire or from any other risk any property for the time being comprised in my estate to any amount and even though a person may be absolutely entitled to the property and to pay the insurance premium out of the income or capital of my estate or the property itself and any money received by my Trustees under such a policy shall be treated as if it were the proceeds of sale of the property insured

This covers the natural care that would be exercised as owners of a property.

*

NOTWITHSTANDING the provisions of Section 11 of the Trusts of Land and Appointment of Trustees Act 1996 my Trustees shall not be bound to consult with any beneficiary or to give effect to the wishes of any beneficiary in exercising any of the powers or obligations vested in them by this my Will or otherwise and Sections 19 and 20 of the same Act do not apply to the trusts created by this my Will

This clause confirms that your Trustees make the decisions and not your beneficiaries.

*

EVERY person who would otherwise benefit under this my Will but who fails to survive me for thirty clear days shall be treated for the purposes hereof and for the purposes of the devolution of my estate as having predeceased me and my estate and the intermediate income thereof shall devolve accordingly to the intent that no person shall be entitled to any intermediate income from my estate or any part of it if he or she dies within that period or acquire therein or in any part thereof a vested interest (or a vested interest subject to defeasance) before the end of it

It is customary to make all distributions within a Will subject to the beneficiary surviving the Testator by '30 clear days'. This avoids the situation whereby an Executor would have to go through all the processes of administration only for the exercise to be repeated straight away. This is particularly important if the Estate is passing between spouses who may both be fatally injured in the same accident. This clause reiterates this provision for all other beneficiaries.

*

I declare that the receipt of the person who professes to be the treasurer or other proper officer of a charitable body or institution benefiting under this my Will shall be a full and sufficient discharge to my Trustees

This allows your Trustees to deal with charitable gifts simply.

If you have any questions please contact the office on 01634 838656 during our core office hours Monday – Wednesday between 10.30am- 4.00pm

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