

WILLS

Thank you for your interest in making a Will with us.

Please complete the attached Questionnaire to the best of your ability and bring it with you to your appointment. We will discuss this during our initial meeting and therefore do not worry if you cannot answer every question.

Please also read the terms and conditions of business and bring this duly signed to your meeting. This sets out who will be preparing your Will, the fees associated therewith and the work that will be undertaken. If you have any queries please contact us.

Please ensure you also send/bring the following to us with your questionnaire: -

- Copies of any previous Wills you have made.
- Full details of all beneficiaries and executors.
- Your ID documentation. One item from list one and two items from list two.

List one: Photo I.D.

- Biometric passports that meet the International Civil Aviation Organisation (ICAO) specifications for e-passports
- Identity cards from an EU or EEA (European Economic Area) country that follow the Council Regulation (EC) No 2252/2004 standards and contain biometric information
- A UK biometric residence permit

Any photo ID must be clear and legible otherwise you may be required to resubmit.

List two: Proof of Residence

- Utility bills, bank or building society statements dated within the last 3 months
- Local authority council tax bills for the current financial year
- Original mortgage statements from a recognised lender for the last full year
- Current UK or EEA photocard driving licences
- HM Revenue and Customs (HMRC) self-assessment letters or tax demands dated within the current financial year
- An insurance policy schedule for the property
- A current firearm or shotgun certificate
- Credit cards bearing the Mastercard or Visa logo, an American Express or Diners Club card, or a debit or multi-function card bearing the Maestro or Visa logo which was issued in the United Kingdom and is supported by an account statement less than 3 months old
- A copy of the agreement for purchase of the property
- A lettings agent agreement on headed paper
- A local authority building regulations sign off for works undertaken to the property addressed to the individual
- Management company service charge demands for the property addressed to the individual
- Confirmation of tenancy deposit scheme registration

The statements referred to in the list above can be postal or online statements. Screenshots of online statements will not satisfy the Standard.

If you do not have these forms of ID please contact us to discuss what else can be used.

Please contact us on: legal@p-llp.net or 020 8646 4885

Preuveneers LLP Solicitors with Notaries
103-105 London Road Mitcham, Surrey CR4 2JA

Terms and conditions in respect of your Will

Your Will, will be prepared by a Solicitor.

We have provided you with a will questionnaire which we ask you to complete ahead of our meeting. We will prepare your will based on the details provided to us and discussed. If you have a previous will we would ask that you also provide us with a copy of this so we can discuss potential departures and reasons why.

If you are updating your Will we will still need to ask the same questions and cover the reasons for any change even if they are of a minor nature.

We will prepare your will following receipt of your questionnaire and our meeting. If you cannot attend the office we can email or post you the draft for your approval together with notes on how to sign the same. We do however prefer to see you in person to complete a will and answer your questions. We usually complete the will at the same time as the initial appointment.

Charging rates:

Our fees for preparing a standard will start from £250 plus VAT for a single will and £400 plus VAT for wills for both partners in a relationship with similar instructions for their Wills. Please note that a standard Will includes up to 5 gifts and up to 5 residuary beneficiaries.

In the event that your will contains more than 5 gifts, rights of occupation, business assets or trust provisions there will be an additional cost and we will advise you of this at our initial meeting. Additional fees may be payable as follows: -

- Obtaining a copy of your Land Registry title so that we can confirm the type of joint ownership for the property - £7 per title.
- Dealing with severance of the joint tenancy so that your share of a property can pass in accordance with the terms of your Will - £350 plus VAT.
- Giving a right of occupation for someone to stay in your property until their death or an earlier reason to vacate - £125 plus VAT (single Will) / £200 plus VAT (couple Wills).
- Advising on trust provisions and drafting – charged at an hourly rate of £215 plus VAT with a minimum charge of 1 hour.

- Tax planning – we will give basic tax advice based on the information you provide. If you require specific tax planning advice this will be charged at the hourly rate of £215 plus VAT with a minimum charge of 30 minutes (£100 plus VAT)
- We will verify your ID electronically for which there is a fee of £18 + VAT per name.

The fees will be agreed in our initial meeting in order that there can be no confusion as to what work we will be undertaking for you and the cost of the same.

The fee for updating a Will is a minimum charge of 75% of the existing charge for a new Will, dependent upon whether we drafted the original Will and the type of amendments are required. Again the charge will be confirmed at our initial meeting.

All fees are subject to VAT at the prevailing rate as advised by HM Revenue and Customs. Our VAT Number is 844 0115 61 and is displayed on all Invoices issued.

The above standard fees cover a telephone appointment or in person meeting with you and are based on an average time spent with you and drafting the Will of one hour; in the event you require further appointments, or the time spent exceeds this, the fee earner may raise an additional charge based on their hourly rate of £215 + VAT for the extra time spent.

Unless agreed otherwise we will require full payment on acceptance of instructions. Payment can be made by cash (up to a maximum of £400), bank transfer or card payment. Please note that card payments over the phone are limited to £1,000.

For a bank transfer our bank details are:

Preuveneers LLP

Lloyds

Sort Code: 30-92-45

Account No: 00010319

If you make a bank transfer please quote your surname as reference and advise us so we can alert our accounts team.

We will never send you details of new bank details.

Please note that interest is not paid on monies held on your account where the interest is less than £50. If you would like to see our interest policy please contact us.

The Golden Rule:

In taking instructions we assess your capacity to understand the implications of entering into a Will. This includes assessing whether there is any risk you are under undue influence or coercion.

As part of our instructions we may ask you what appear to be very personal questions. This is to ensure we can fully assess your capacity, the full understanding of how a will operates and ensure the instructions are your own. We will also discuss the will questionnaire at our meeting.

We appreciate that writing a will can cover sensitive issues, however we have to consider our duties to you and your estate in advising you and taking instructions and therefore need to ensure we have a full picture of your estate.

If we consider there are any issues in relation to capacity or think it would be prudent to apply the Golden Rule we will advise you of this.

The Golden Rule states that where we consider it necessary the making of a Will by a Testator ought to be witnessed and approved by a medical practitioner, we would therefore ask your GP or a relevant medical practitioner to be involved in assessing your capacity. The GP or medical practitioner can then also satisfy themselves as to your capacity and understanding and make a record of their examination and finding to be kept with the will. If we have to write to your GP or medical practitioner we would notify you and confirm the additional costs involved with the same. These would likely be charged at our hourly rate of £215 + VAT.

General Information:

We aim to offer you an efficient and professional service and will at all times act in your best interest. Should you consider that any part of our service was not in your best interests please let us know and we will discuss a solution with you. If you feel a suitable solution was not agreed then you can contact Kelly Cirillo or Satbir Sethi who can deal with your concerns or complaints

The duty of confidentiality is fundamental to the “solicitor – client” relationship. As solicitors, we are under a duty to keep your matter confidential and to ensure all staff within Preuveneers LLP do the same.

Our office hours are 9am-5pm by appointment only. Please do not attend without an appointment as your solicitor may not be available to meet with you.

We shall work within the framework of our equal opportunity policy. If you have reason to believe that you have been discriminated against, please speak to Satbir Sethi to discuss your grievances.

We do not hold a legal aid franchise. Any work that we conduct on your matter will be paid on a private basis. If you are in receipt of state benefits or feel that you may be entitled to legal aid assistance, please contact us immediately.

We are authorised and regulated by the SRA.

Client Identification:

Under the Money Laundering Regulations 2017, solicitors participating in financial or real property transactions are required to verify the identity of all clients. We will therefore require sight of your original passport or photo card driving licence with counterpart as proof of name, together with a utility bill or bank statement and supporting bank card showing your current address which must be dated within the last 3 months. We will verify your ID electronically for which there is a fee of £18 + VAT per name.

Money Laundering:

We are professionally and legally obliged to keep your affairs confidential. However, where we know or suspect that a transaction may involve money laundering or terrorist financing, we are required by statute to make a disclosure to the National Crime Agency. If we make a disclosure in relation to your matter, we may not be able to tell you that a

disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

If we feel that it is appropriate to report the matter to the authorities, we may have to stop work on the matter immediately. You agree to waive any losses.

It is a condition of your retainer with the firm, both in relation to your current instructions and any future instructions, that you assist us as far as you are able to comply with our duties under the legislation and that you agree to meet all the costs and disbursements incurred thereby. We also reserve the right to refuse to act for you, or to cease acting for you, if our Money Laundering Reporting Officer determines that we have not been provided with sufficient information to be satisfied about the integrity of a person or transaction.

You should not send any funds to us until you have provided us with evidence of your identity, nor pass our bank account details to any third party without our prior written approval. If you do, we may have to cease work.

When we receive monies on behalf of you it will be paid into a general client account with Lloyds Bank plc who are the firm's banker. The general client account will hold pooled amounts for different clients and matters. Under anti-money laundering regulations, law firms must hold information on the identity of the person on whose behalf the monies are held in a pooled client account, and make this available to their bank on request. If our bank requests information about who we hold funds for, we are required to provide that information. In the event of this happening, you agree to us disclosing your details to them.

Data Protection:

We use information that you provide to us primarily to provide you with legal services. We may also use this information for related purposes such as updating and enhancing our client records, legal and regulatory compliance, collecting our fees and sending you legal information and legal updates. Our use of that information is subject to your instructions, the General Data Protection Regulations 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as other professionals related to the matter.

In order to provide you with services we may need to process your personal data. Please see our Privacy policy for detailed information about how we use your personal data and your rights in relation to your personal data. The Privacy policy is enclosed in your pack and is also available on request from Satbir@p-llp.net

You have a right of access under data protection legislation to the personal data that we hold about you.

Please note we cannot advise any third parties whether we have acted for you or hold a will without your authorisation.

Storage of Papers and Documents:

Under the Money Laundering Regulations 2017 we are required to keep either a copy of CDD material, or references to it for 7 years after the business relationship ends. However, various records must be kept to comply with the Regulations and defend any allegations against the practice in relation to money laundering and failure to report

offences. Therefore, once a matter is completed, it is the firm's policy to retain the file in our storage facility for a minimum period of 7 years after the final invoice is rendered, depending on the type of matter. The file will be kept on the understanding that we have been given your express consent to keep your documents and other papers for 7 years after we send you our final bill on the understanding that we may destroy them after that period. We may destroy your original paper document and scan it into our system instead. We take reasonable steps to ensure that the system is secure and that our overriding duty of confidentiality to you is observed.

We reserve the right to charge you for retrieving the documents from storage and for passing them to other people or back to you. We also reserve the right to charge for storage in the future, but only after notifying you.

When we are storing your original will this will be retained until requested by you or your Executor.

Where we have stored your original will it can be requested by you at any time subject to payment of our reasonable retrieval fee.

When you pass away we can only pass your will to your name executor on production of your death certificate.

Our Retainer:

We may end the retainer by writing to the last address we have for you if:

- (a) continuing to act would be a breach of our duties as Officers of the Court or under Solicitor's Practice Rules.
- (b) you fail to provide information or instructions within a reasonable amount of time.
- (c) a conflict of interest arises.
- (d) the necessary confidence needed between a solicitor and client is irretrievably destroyed and you fail to co-operate with our efforts to advise and assist you.

Termination

You may terminate your instructions with us in writing at any time and you will only be liable to pay for work already done (or which on your authority we are irrevocably committed to do) and for expenses which we have already incurred (or are committed to incurring). If we have agreed a fee other than on an hourly rate we will charge you a fair proportion of the sum estimated or agreed for the completed matter based on the time actually spent compared with the time which the transaction should have taken.

If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

Please bear in mind that in matters involving court proceedings we may require the permission of the court to cease acting and you will be charged for any court application in this regard.

Lexcel

We hold the Law Society's Lexcel Excellence Award which means that our procedures and service are subject to review. As part of this review your file may need to be audited by an external body. We will assume that your consent to an audit is provided unless you specifically object to the same in which case please advise us in writing.

Complaints

Any complaint in the first instance should be raised with the fee earner in conduct of your matter. If you are not satisfied with their resolution please contact Kelly Cirillo or Satbir Sethi in her place. They will then provide you with a copy of our complaints handling procedure along with timeframes in which your complaint will be dealt with. Following their resolution of your complaint if you remain dissatisfied you can bring your complaint to the Legal Ombudsman by telephoning them on 0300 555 0333 or visiting <http://www.legalombudsman.org.uk/>.

Indemnity Insurance

Please note that in line with Law Society requirements we hold professional indemnity insurance with a limit of £3,000,000. We are covered for providing professional advice and assistance in England and Wales.

Information relating to home visits and The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013

We will attend you at home to discuss your legal matters such as a will or lasting power of attorney and how we can help you based on your requirements.

We will have advised you in advance of any costs of the meeting and work to be conducted.

An initial payment of £250 will have been received prior to the appointment.

If you wish to cancel any instructions, we will only charge you for the initial appointment and any work undertaken in accordance with the appointment up to the time of cancellation.

You had a right to cancel the services requested within a 14 day period of the initial appointment unless you have requested a return visit during this time and/or the services have been completed at your request during this time.

On completing the supply of services in accordance with your initial appointment the contract shall be terminated.

Storage and registration

As an extra service to you we can also store your signed original Will in a secure, purpose-built storage facility as well as keep a scanned electronic version on our system. If you would like us to store your Will we are more than happy to do so. There is a fee of £40 plus VAT for doing so which includes the registration fee with Certainty mentioned below.

There is no fee for retrieval of the Will if you wish to update with us or when you pass away. There will be a fee of £25 plus VAT if you wish to remove your Will during your lifetime and store elsewhere.

You will have the peace of mind knowing that your Will is in a safe place and may be retrieved very quickly when required.

When storing your Will we will register the same with Certainty the National Will Register, so that the people you have left your estate to, or those you have chosen to be your executors, can find it when you have passed away. Registration ensures that if beneficiaries and executors are unaware that you have written a Will or forget where it's located, it can be easily found by conducting a Register Will Search (www.certainty.co.uk). No details of your Will are made public and anybody searching for a Will can simply be put in touch with us whereupon we will establish who is looking for your Will and the reasons why. You are protected from fraudulent versions of your Will appearing through the provision of a certificate from Certainty as to where your original will is stored.

Please confirm whether you would like your Will stored or whether you will keep this yourself.

I would like my will stored

☐

I do not require my will to be stored

☐

We will automatically register your Will with Certainty if we are storing your Will. If you do not want your Will to be registered please tick this ☐ box

Please sign below to confirm you have read and understood these terms and conditions and wish us to proceed.

Signed

Dated

When attending the initial meeting please bring the following: -

- 1. These terms and conditions duly completed.**
- 2. The attached questionnaire completed as best you can.**
- 3. Your ID documents.**
- 4. Any previous Wills you have made.**
- 5. Any letter of wishes you want saved with your will.**

Preuveneers LLP Will Questionnaire

Please complete all questions to the best of your ability. We will fully discuss the contents of this Questionnaire at our meeting so if you have difficulty with any question or any queries we will deal with the same at the meeting.

Section 1 – personal details

Full name	
Are you known by any other name?	Are there any assets held in this other name? ☐ Yes ☐ No
Address:	
Telephone numbers:	Home:

	Mobile:
E-mail address:	
Date of birth:	
Date completed form:	
Who completed the form:	

Have you made a Will before? If so, please provide us with a copy of your current Will (this is not essential if it cannot be located)	☐ Yes ☐ No
If you are departing from the terms of your previous Will we will need to discuss the reasons why and any impacts this may have on previous Beneficiaries	
Please note down any time constraints (e.g. illness or travel arrangements) affecting the urgency of when your Will is required.	
Please can you confirm if you are on any medication that could be considered as affecting capacity. If necessary we may need to discuss this with your Doctor.	
Have you visited the Doctors in the last 12 months for anything which may have an impact on your capacity. For example a stroke or dementia assessment.	

Marital status	
☐ Single ☐ Married/Civil Partnership ☐ Divorced ☐ Widowed	
If married/in a civil partnership, please confirm the full name of your husband/wife:	
Have you been married before?	
If so how did the marriage end?	
Are you in a relationship?	☐ Yes ☐ No
Partners name:	

Length of relationship:

Are you likely to be getting married within the next two years? ☐ Yes ☐ No

If Yes, please confirm who to and if you wish your will to still be valid after the marriage as marriage revokes a will:

Do you have any children? ☐ Yes ☐ No

If yes, please list them ALL below (including children you do not have contact with) together with their date of birth if under 18. If you have more than 5 children please add them to the Additional Information sheet

Child's name	Date of birth (if under 18)	Over 18
		☐
		☐
		☐
		☐
		☐

Do you have any grandchildren? ☐ Yes ☐ No

If yes, how many?

Section 2 – Executors

You need to appoint a person or persons (a maximum of four) to administer your Will. These people will be your Executors/Trustees. They will ensure that the directions in your Will are carried out.

Acting as an Executor can be difficult for family members as there is a lot involved especially at a time they are grieving.

There are advantages in appointing a professional Executor or Trustee, especially when Will trusts are created or advice on tax and investments is needed. Sometime impartial advice is particularly useful when family members are involved.

Would you like this firm to act as an Executor ☐ Yes ☐ No

If we are appointed we will charge your estate for dealing with the probate application in accordance with the applicable rates at the time the work is conducted. We will also include a charging clause in the will to allow for this.

If you chose to appoint a family member or friend also referred to as a lay person. They would not charge for their services however would likely instruct a solicitor to assist them. Any solicitor appointed to assist the Executors would also charge the estate for their services.

Please set out below the names of the person/people you would like to act as Executor(s). You should ensure that these are people that you trust. Please note, if your Executor is based abroad this can cause difficulties in administering your Will. It is therefore better, if possible, to name Executor(s) based in the UK. Family members and beneficiaries of the Will can be executors of your Will. If you think there would be any disputes between the name Executors it may be best to appoint someone capable of acting independently.

Full name	Address	Relationship to you

In the event that the person/persons named as Executors/Trustees above are unable or unwilling to act for you, please state the names and addresses of the person/persons who you wish to appoint in their substitution. You do not have to appoint any substitute Executors if you do not wish to. In the event you did not have an Executor your would still be valid.

Full name	Address	Relationship to you

Section 3 – Guardianship

If you have any children under the age of 18 years you should consider the appointment of guardians. If you wish to include this in your Will please complete this section: -

Do you want to appoint the same guardian for all your minor children? ☐ Yes ☐ No
Do you wish to include any conditions regarding your child's upbringing? ☐ Yes ☐ No If so, please specify

Please set out below the names of the person/people you would like to be your guardians. If naming more than one then they should, ideally, live at the same address as this will make things easier in the future.

Full name	Address	Relationship to you

Section 4 – Funeral directions

Please state any specific instructions regarding your funeral i.e. to be cremated or buried. You do not have to include this in your Will and in any event should ensure the members of your family are aware of your wishes. Any wishes should also be separately conveyed to your Executors as they may not have sight of your will until after the funeral has taken place.

Section 5 – Assets

In order that we may advise you fully please answer the following questions. This information is not compulsory but it will assist us in ensuring we deal with all relevant factors when considering your Will.

Do you have any assets abroad? ☐ Yes ☐ No
If so, have you made a separate Will to deal with those assets? ☐ Yes ☐ No

Do you own any property in the UK? ☐ Yes ☐ No

If yes, is this property held in your sole name or jointly with another person?

☐ Sole name ☐ Jointly with another person

If joint please answer the following: -

What is the relationship between you and the joint owner?

Do you know whether you own the property as joint tenants or tenants-in-common? These are the forms of joint ownership which dictate how the property is to pass on death

☐ Joint tenants ☐ Tenants-in-common ☐ Do not know

If you do not know how you own the property we can obtain a copy of the Land Registry title at our meeting; the fee for this is £7.

In order that we may advise you as to whether inheritance tax is payable or not and whether you will need to give tax planning consideration, please confirm a rough estimate of the total value of your assets and current debts

<u>Assets</u>	<u>Approximate value</u>
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Property

Bank accounts

Investments

Life policies

Other assets (i.e. car, jewellery)

Digital assets

Pensions

From 6th April 2027 unused pension funds and death benefits into scope of Inheritance Tax. Please see: [Inheritance Tax — unused pension funds and death benefits - GOV.UK](https://www.gov.uk/government/news/inheritance-tax-extended-to-pension-funds)

If you are affected you will need to include details of your pension in your tax planning as your Executor will be responsible for reporting and paying any inheritance tax due.

Death in service benefits payable from a registered pension scheme and dependant's scheme pensions from a defined benefit arrangement, or from a collective money purchase arrangement, are excluded from these changes and will not be in scope of Inheritance Tax.

<u>Debts</u>	<u>Approximate value</u>
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Mortgage

Credit cards

Loans

Have you made any gifts in excess of £3,000 including property or chattels in the last 7 years?

If so please provide to whom the gift was paid, the amount and the date of the gift:

Section 6 – Monetary Gifts

Do you want to leave a gift of money to anyone (inc. charities) ☐ Yes ☐ No
If yes, please confirm how much and to who below

Name	Address	Relationship	How much?

Section 7 – Specific Gifts

Do you want to leave a specific gift (i.e. jewellery, a house, a car etc) to anyone (inc. charities) ☐ Yes ☐ No If yes, please confirm what the gift is and to who below			
Name	Address	Relationship	Gift?

Section 8 – Interests in property

If you own any property do you wish to give another person a right to stay in that property until a certain time? If so, please provide details and we can discuss this at our meeting.

Full name	Address of property	Relationship to you

Section 9 – Residuary Estate

The rest of your estate which you have not given away in any specific gifts is referred to as your residual estate. This includes everything you own, it is usual that there is a clause in your will stating that the residual estate is to be left to someone. You can leave this equally between people or in unequal shares. Please state who you wish to leave your residual estate to and their relationship to you.

Name	Address	Relationship	% of Estate?

It is usual to make a substituted gift of your residual estate in case the person/persons mentioned above are unable to take the gift. Please state who should receive your residual estate in substitution and their relationship to you.

Name	Address	Relationship	% of Estate?

Section 10 - Family disputes/issues

There can be circumstances where you are no longer in contact with family members or do not wish them to benefit from your estate. If this is the case we will need to discuss full details of any history or conflict so that we can advise you correctly on whether they may have a right to bring a claim against the estate after your passing under the Inheritance (Provision for Family and Dependants) Act 1975.

If there are any circumstances/issues you wish to address we may suggest that you write a letter of wishes/guidance documenting your thoughts and feelings that could be used in the event of a dispute arising under your will. Please bring this with you to the appointment to be stored with our notes.

Section 11 - Additional information

Please set out below any additional information which may be useful. This can be any further information regarding your assets and any queries you may wish us to discuss when we meet.

