

## Client Information

This leaflet sets out information & guidance that will be of importance to you in understanding your documents & our services. We suggest you read it now & keep it safe for future reference.

### Notice of Your Right to Cancel

1. Our trading names include County Wills, Will Makers of Sheffield & North East Wills.
2. Your full name & address is sufficient to identify you to us in any communication to us.
3. Once you have signed the Client Instruction Form you have the right to cancel the contract if you wish & this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within a period of FOURTEEN days starting with the day of receipt of this notice. If you do so & if you have asked us to start working on your documents immediately after giving us your instructions then we will charge you a fee that fairly reflects the time & work we have expended for you. For example, we would normally charge for visiting you & for any work done in preparing your documents. After the cancellation period fees paid are not refundable in whole or in part.
4. The name & address of a person to whom a cancellation notice may be given is as follows. You can use the cancellation form provided at the end of this document if you wish: - The Office Manager, Brook Worthy Law Ltd, Pera Business Park, Nottingham Road, Melton Mowbray, LE13 0PB, office@brookworthylaw.co.uk

### Talking to You

If you have provided us with an email address then we will use this as our preferred method of talking to you unless you ask us to use another means. If you choose one of our Willcare options we will send copy documents for you to keep in electronic pdf format unless you ask us to send you paper versions.

### Completing Your Documents

As soon as you have completed the signing & witnessing process your new wills are legally valid & any old ones should be destroyed.

### Making Changes to Your Documents

Your documents contain your address. The address must be correct at the time your documents are signed but it is NOT necessary to update your documents if you move. The Directory of Names & Addresses in a will is there to help the Executors/Trustees & is not part of the legal document. Hence, it can be freely updated as necessary.

**NO OTHER CHANGES CAN BE MADE TO YOUR DOCUMENTS ONCE THEY HAVE BEEN SIGNED & WITNESSED.**

### Professional executors & trustees

PLEASE NOTE THAT WE STRONGLY RECOMMEND THAT YOU APPOINT PROFESSIONAL EXECUTORS/TRUSTEES. IF YOU CHOOSE NOT TO DO THIS WE STRONGLY RECOMMEND THAT YOUR EXECUTORS/TRUSTEES TAKE PROFESSIONAL ADVICE BOTH BEFORE TAKING UP THEIR DUTIES & IN DISCHARGING THEIR DUTIES. EVEN IN SEEMINGLY SIMPLE SITUATIONS A FAILURE TO TAKE APPROPRIATE DECISIONS & AT THE RIGHT TIME CAN RESULT IN A HIGHER TAX LIABILITY. IF THE

WILL CREATES A TRUST IT IS VERY IMPORTANT THAT THE EXECUTORS & TRUSTEES CORRECTLY MANAGE THE TRUST. PLEASE CONTACT US FOR FURTHER ADVICE AT THE APPROPRIATE TIME.

### Severance of joint tenancy

Whilst it is usual to own joint freehold property on a “Joint Tenants” basis (this basically means that together you both own the entire asset); there can be advantages in converting this to a “Joint Tenants in Common” basis the you then both each own a fixed percentage – usually 50:50).

If you own something with another person as ‘joint tenants’, then your joint owner will normally own the asset outright when you die whatever your will says or even if you don’t have a will. This may affect what you want your will to do.

### Specific gifts

IF YOU HAVE MADE GIFTS OF SPECIFIC ITEMS IN YOUR WILL & YOU LOSE, SELL OR DISPOSE OF THE ITEM YOU MUST CONSIDER CHANGING YOUR WILL ELSE IT CAN CAUSE CONSIDERABLE PROBLEMS.

### Duress

The law seeks to protect people against undue influence. If someone has been pressured into making provisions in their will against their wishes; then a court would look into the facts & try to redistribute the assets in a fairer way.

### ‘Testamentary Capacity’

The law requires that someone making a will must have ‘testamentary capacity’ in order for the will to be legally valid. ‘Testamentary Capacity’ basically means that the person must: -

- Understand what the document means & will do when made
- Want to make the document & bring it into force
- Understand the extent of the property involved
- Appreciate the claims of persons to which they ought to give effect

It is not necessary that the person behaves in what others may consider a wise & prudent fashion.

### Document Updates

It is important to remember that if your circumstances change in the future, you may need to update your documents. Whilst our Willcare reminder service is a vital part of this process; it will always be your sole responsibility to re-read your documents on a regular basis & decide if any changes are necessary. Examples needing close attention would include change of status (e.g. marriage, divorce or co-habitation), change of family (e.g. children/grandchildren being born or arrival of step children), change of finances (e.g. winning the lottery & buying property abroad!) & change in specific bequests (e.g. family heirlooms to new children/grandchildren). When you need to update your documents please let us know because it is easily organised - either by post or home visit.

### The Executor

The Executor is responsible for dealing with the will maker’s affairs from the moment of death & for ensuring that what the Will asks for comes about. The Executor has full authority from the moment of the will maker’s death even though no Grant of Probate has yet been made as the law demands. The Grant of Probate confirms & makes official the powers of the Executor.

A Will must appoint at least one Executor; two or more joint Executors may be appointed. A maximum of four Executors can act at any time.

Where joint Executors are appointed it is ESSENTIAL that everything done in connection with the Will has the full agreement of all the Executors.

There is no legal restriction on the Executor inheriting or benefiting from the Will providing that this is allowed under the terms of the Will.

No one can be forced to act as an Executor. It is a responsibility that must be accepted & may be put down at any time, should the nominated Executor decide, before the Executor starts to act. On the other hand, an Executor cannot be forced to give up his appointment unless he is proved guilty of misconduct.

Executor's duties may involve considerable work & responsibility. The workload varies but most people would deal with the paperwork & duties involved in the majority of circumstances.

The Executor of course, is free to seek help & guidance, on an informal basis, from family & friends. Alternatively, he could completely delegate the task but he would then still remain responsible for its correct completion.

The Executor is not normally expected to finance his duties himself & all the expenses arising from performing his duties can be taken from the estate.

The Executors duties include the following in no particular order: -

The Executor is the person entitled to possession of the deceased's body & he will make or oversee the funeral arrangements usually in consultation with the family of the deceased. The Executor would normally follow the deceased's request as to the funeral arrangements but, in law, the Executor may do as he wishes & may disregard both the deceased's wishes & those of his family. The estate normally pays the costs of the funeral. If the death has been reported to the Coroner, then his permission will be needed before the funeral takes place.

If the deceased wanted parts of his body used for medical purposes, then the relevant medical authorities must be notified as soon as possible.

Notifying the death to family members & friends.

Making the assets of the deceased secure, as the Executor is responsible for the estate. Ensuring that the utility services (gas, water, electricity etc.) are made safe & the suppliers are notified of the death.

Obtaining the will & contacting any other Executors & agreeing who will do what.

The notification of the death to the Registrar of Births, Deaths & Marriages & obtaining the Death Certificate & a Certificate for Burial or Cremation. Additional official copies of the Death Certificate will prove useful, as many institutions will ask to see a copy. Keeping full & comprehensive records, receipts & accounts of everything that is done in connection with the Will. It may be necessary to demonstrate that the Executors duties were discharged honestly & competently.

Taking the Will through the probate process including dealing with the Probate Registry.

Collecting, listing & valuing all the assets of the estate.

Paying all the debts, liabilities, taxes & dues that may be owed by the will maker at the time of his death or as a consequence of his death. It may be necessary to advertise in local & national newspapers asking that creditors & other claimants against the estate contact the Executor.

Paying from the estate the costs of the administration of the estate & other costs.

Paying legacies of money to the nominated beneficiaries & transferring items of property to the nominated beneficiaries.

Any failure to carry out the Executors duties properly or acting against the terms of the Will would be a breach of trust for which the Executor may be held personally liable.

## The Trustee

If the Will has set up a Trust, for example, to safeguard bequests to a minor, then normally the Executor would also be appointed as Trustee to administer the Trust. In this instance the Trustee would have

the full duties of the Executor as set out above together with those of the Trustee as set out below.

A Trustee is a person to whom the Will gives money and/or property to be looked after for the benefit of another. Whilst the Trustee becomes the legal owner of the property he may derive no benefit from it & must look after the assets solely for the benefit of the beneficiary.

The Trustees duties include the following: -

- Keeping full & comprehensive records, receipts & accounts. It may be necessary to demonstrate that the Trustees duties were discharged honestly & competently.
- Collecting, listing & possibly valuing all the assets of the Trust.
- Managing & investing the assets in the Trust so as to maximise the eventual return to the beneficiaries.
- Dealing with the Inland Revenue.
- Paying from the Trust the costs of the administration of the Trust.
- Making sure that the bequests from the Trust actually reach the intended beneficiary.

Any failure to carry out the Trustees duties properly or acting against the terms of the Trust would be a breach of the Trust for which the Trustee may be held personally liable.

## Guardians

Guardianship is very similar to parenthood. Parents guard, care for & make decisions for & on behalf of their children whilst minors, that is are less than 18 years old. Similarly, guardians have all the powers over & duties & obligations towards the person or persons they look after, called their wards, as parents do towards their children.

Generally, guardians can be appointed for two classes of people: -

Minors who are unmarried. The guardianship ceases immediately the minor reaches the age of 18. The guardian stands in the place of one or both parents & makes decisions about & for the child until the time when the child becomes an adult & is legally able to make those decisions for him or herself.

People who are not able to make the decisions normally made by an adult because of physical or mental impairment. The guardianship would last until the person becomes able to make his or her own decisions.

It is vital to understand that if two unmarried people have a child then the mother automatically gets the full rights as a parent & guardian BUT THE FATHER DOES NOT. For births after 1st DECEMBER 2003 s111 of the Adoption & Children's Act 2002 amends s4 of the Children's Act 1989 to provide that an unmarried father may acquire parental responsibility by his name appearing on the child's birth certificate if he registers the birth jointly with the mother. The provision is not retrospective & only applies to births after 1st December 2003. Otherwise, the father can gain those rights by agreement with the mother, (there's a form to fill in which must be registered with the High Court & a fee paid), by appointment in the mothers will or by direction of a Court.

Normally, guardians are appointed or a guardianship passed on either by the decision of a Court or by means of an appropriate clause in a Will. For minors, a guardianship clause in a Will may be triggered either on the death of the first parent or only on the death of the second parent. Both parents have an equal right to appoint guardians & each may choose separate guardians. Just as Court has the power to over-rule the authority of a natural parent so a Court can over-rule the power of a guardian & may even cancel the appointment of a guardian.

It is possible to appoint several people to act as joint guardians. Where this is done it is essential that decisions or actions are only taken with the complete agreement of all the guardians. In any dispute between guardians, or a parent & guardian(s) a Court must be asked to arbitrate or even to appoint one party as sole guardian. As examples of guardians' authority, guardians may: -

- Refuse permission to marry
- Decide on the child's education

- Control the child's property & money
- Stop the child being adopted
- Retain custody of the child
- Supervise his or her upbringing

It is normal but not essential for the child to live with his or her guardian(s). Step-parents do not have parental or guardians' rights unless appointed as guardians by a Court or in the Will of a natural parent. Guardianship can be a very great responsibility & no one can be forced to take it on. So, it is vital to get the agreement of anyone who may be appointed.

### Mutual Wills

Mutual wills are effectively a contract by two people that by making their wills at the same time they agree that after the first death the survivor will either not alter their will or make a new will so that the people they have agreed will inherit after the second death will not be disadvantaged. What this means is that if A dies & leaves gifts to B then B must ensure that whatever remains of those gifts will be given on B's death to the people that A & B have agreed. If B does not do this, then on B's death the people that should have benefited can ask a Court to distribute B's estate according to the mutual wills.

### Trust Beneficiaries

If you are a beneficiary under an existing Trust; then this needs to be checked to see if any asset becomes part of your estate upon death. The Trust Deed should provide the answers but if you have any queries, you should contact whoever dealt with the original paperwork on your behalf.

### Business interests

Either sole traders or partners (subject to any Partnership Agreement) are able to pass on their business holdings just like any other asset. If you are a shareholder in a Limited Company; then you are free to pass on your share-holding to whosoever you wish (subject to any restrictions in the Memorandum & Articles of Association).

### Excluding People

Whilst you may generally do what you wish with your possessions; the important exception is that you cannot ignore the claims of people who are financially dependent upon you & the usual example would be children. They, in effect, already have a claim on your finances & to pursue this, they would have to obtain a Court Order to overrule your Will. Ex-partners & independent children who do not already have an existing entitlement could not normally make a successful claim on your estate. However, you should be aware that this is a complex area & the Courts will always have the final decision.

### Beneficial Interests

It is also important to remember that, for example, even if your house is in your sole name; the Courts have the power to award an equitable interest to someone who treats it as their home. Again this is a complicated subject & any ruling would depend upon the facts - for example any verbal or written agreements, how long they have been living there & what contribution (financial or otherwise) they have made to the property.

### Potential claims due to prior promises

If someone makes a promise (e.g. of a cash gift to a long serving housekeeper) during their lifetime to make a gift in their Will but does not honour it in their Will, then problems can ensue if a disappointed beneficiary seeks a legal review. The best solution is not to say things you do not mean or to rescind such promises publicly in your lifetime so that there can be no doubt as to your final intentions. You

also have the option to explain in your Will or a separate written document why you have taken a particular course of action.

### Means Tested Benefits

If you receive any means tested benefits the benefit provider will look at what you leave when you die with interest to check that you were really entitled to the benefits you received. If you were not the benefits paid will be reclaimed from your estate. If you give a gift to someone who receives a means tested benefit then your gift may mean that they will no longer get their benefit.

### Beneficiaries with special needs

If you have dependents who may never be able to manage their own financial affairs; then the decisions open to you are even more critical. We have a specific Information sheet to cover this. Please ask for a copy.

### Overseas Investments

Generally speaking; your Will covers assets in England & Wales although other countries will normally accept them & apply them to movable assets held abroad. However, it is always best to check your own individual circumstances (particularly when overseas property is held) - with a legal adviser from the relevant country.

If you do need two Wills for two different countries; then it is important to remember that a standard Will normally revokes all prior Wills & this clause should therefore be amended for your second Will.

### Overseas Wills

The Executor of the English Will does not have to act as Executor in respect of the foreign property if there is an overseas Will. Any Will must first be proved in the country of origin.

### Organ donation

Many details can be found at the website [www.uktransplant.org.uk](http://www.uktransplant.org.uk)

### Lasting powers of attorneys

To cover the eventuality of you suffering a serious illness; a Lasting Power of Attorney solves part of the problem by allowing someone of your choice to manage your affairs. Equally, if you have a relation or friend who relies on you for general advice; then you owe it to them to organise their affairs properly with a Lasting Power of Attorney. If this document is arranged now, it can save many problems but unfortunately most people leave it until it is too late.

By executing a Lasting Power of Attorney now, you are authorising someone you trust to manage your affairs - should you be unable to act for yourself in the future (either because of mental or physical incapacity). We strongly recommend that you nominate your partner/next of kin together with a close relative. You are free to give either a restricted authority to deal with a particular matter or (more commonly) a general authority to act in any & all matters. Neither your Attorneys nor the Office of the Public Guardian have the power to appoint alternative or additional attorneys. Whoever you choose must be over the age of eighteen & not bankrupt. Your Attorneys have a duty of care only to act in your best interest but inevitably you do have to trust them unreservedly. When the Lasting Power of Attorney is needed it must be registered with the Office of the Public Guardian. The registration process can be onerous & costs money, but this pales into insignificance compared to the process of appointing a Receiver for a patient who is mentally incapable & who has NOT got a Lasting Power of Attorney. This process takes many months; costs a fortune & the Receiver then has to account to the Office of the Public Guardian annually for all of the income & expenditure of the patient. To rub salt into the wound, the Office of the Public Guardian also take a percentage of the annual income for the

privilege of overseeing the accounts.

Our Willcare facility ensures that the original document is securely stored until it is needed; at which point it can easily be delivered either to yourself or your attorney. By presenting the document to the relevant institutions (for example your Bank, Building society or Life insurance company) your attorney can then protect your position & manage your affairs for your benefit. An address you may need is:

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The Office of the Public Guardian, Stewart House 24 Kingsway London WC2B 6JX, 0207 6647000, [www.guardianship.gov.uk](http://www.guardianship.gov.uk)

### Storage of house deeds

As we have large fire-proof safes with a security system to store the Wills; we are also able to store other paper documents - such as house deeds.

### Guardian protection

You must remember that a Will only distributes your assets in accordance with your instructions - it does not increase or decrease your total assets. So, if you have dependents relying on your regular earnings, then you should have life insurance cover that would replace this income. If you do not, then your dependents may be forced to reduce their standard of living and/or rely on the benefit system and/or the charity of others. If you have young children you may wish to consider whether there will be enough money available to bring them up to independence if both parent were to die. Again, insurance can provide a valuable safety net in this area.

### Critical illness

Traditional life insurance covers the risk of you dying; however, there is also a risk that you may survive a serious illness but be unable to return to work. One solution is to protect your family with Critical Illness insurance.

### Pension planning

The best Company pension schemes will pay you two thirds of your final salary, normally only after the maximum forty years' service & the vast majority of us will end up on a substantially lower return. This is particularly so, if you have changed employers during your career and/or do not expect to continue working until the standard retirement age. It is vital that on retirement you are aware of exactly what you can expect to receive & how you will maintain your standard of living.

### Capital gains tax

If you are considering gifting assets as part of Estate Planning you must be aware of all the implications of Capital Gains Tax. For example, an elderly person gifting a property to their children to minimize a potential Inheritance Tax problem could create a Capital Gains tax problem instead.

### Pre-owned asset tax

This tax means that if you dispose of a substantial asset but continue to benefit from the asset without paying a market rate for that benefit you can be taxed on that benefit under the income tax system. This tax will take effect during your lifetime & should not impact on your will.

### Inheritance tax

This form of taxation affects far more people than is generally realised. It is based on the total value of your estate at the date of your death but also includes gifts made within the previous seven years. Your

final estate comprises everything you own in your sole name plus your share of everything you own in joint names (after all your personal debts have been paid) & examples would include: property, cash, savings, investments, life policies (unless written in trust), household effects, motor vehicles, personal valuables, family heirlooms & even assets held abroad are included.

Special rules apply to “gifts with reservation”; for example, if you give a house to your children but continue to live in it rent free - then this is added back into your estate for Inheritance Tax purposes.

Transfers between husband & wife are totally exempt (if the receiving spouse lives in the United Kingdom) but this valuable concession does not apply to “common-law” spouses or long-term partners.

The first ~£300,000 of your estate is completely free of tax, the Nil Rate Band, but everything above has tax deducted at a fixed rate of 40%. For spouses & civil partners ‘unused’ Nil Rate Band on the first death can be used in addition to their own Nil Rate Band by the survivor on their own death.

For gifts made within seven years of death where the total value exceed the Nil Rate Band; Inheritance Tax is payable at a reducing scale:

3 to 4 years ago 80% of 40% tax payable

4 to 5 years ago 60% of 40% tax payable

5 to 6 years ago 40% of 40% tax payable

6 to 7 years ago 20% of 40% tax payable

Deeds of Variation (which must be executed within two years of the date of death) can be a very effective way of reducing the Inheritance Tax payable. In simple terms, they involve the beneficiary relinquishing part of their bequest by redirecting it - usually to the next generation down. The change is then treated as if it were made in the will.

All gifts to Charities, Political parties, Museums & Galleries are exempt of Inheritance Tax. Note that charities only get the IHT exemption if they are registered as a charity with the UK Charities Commission & have a charity registration number. Foreign charities do not count.

Charities are under a legal obligation to maximise any possible benefit to themselves.

If a client leaves a gift of, say, £10,000 to a charity in their will then this is easy for the executors. They hand over £10,000 exactly in exchange for a receipt from the charity & their obligation is ended. If a client leaves a gift of, 50% of the residue of the estate then the executors WILL have problems. The charity will want to pick over the estate accounts with a very fine comb to reduce any costs of the estate administration with the aim of increasing their bequest.

In one recent case a charity was gifted 20% of the residue. Part of the estate was a house valued at the date of death at £300,000. The executors put it up for sale with little success. After 6 months an offer of £250,000 was made. The other residuary beneficiaries were willing to accept this. The charity was willing to accept but only it still got 20% of £300,000 & with the other residuary beneficiaries getting less!

## Estate planning

### Gifts made via your Will

There can be savings where wealth is gifted directly to the next generation from both partners, rather than from just the surviving spouse & to make full use of each partners Inheritance Tax “nil rate” band, the estates would normally need to be made approximately equal. If your main asset is property owned “jointly” then you may need to convert it to “tenancy in common”.

### Gifts made during your lifetime

Gifts may be made out of income provided they form part of your normal expenditure & do not reduce your own standard of living. You have an annual personal allowance of £3,000 (if you did not use your previous year’s exemption, then it may be carried forward for one year only), gifts not exceeding £250 to any one person are permitted & gifts in consideration of marriage are also allowed (subject to various limits).

## Trusts

These can have an important part to play particularly if you do not wish to give an absolute interest to the beneficiaries, at this stage. Different types of trusts may be used for different purposes; for example, discretionary trusts allow an income to be paid to various beneficiaries (at the Trustees discretion) but the capital would not necessarily form part of their individual estates.

## Life Insurance

You can take out a life assurance policy to cover any potential Inheritance Tax liability.

## Pension Schemes & Life Policies

With Pension schemes & Life Policies (both company schemes & private arrangements); you can write the benefit under trust (sometimes also known as a nomination) to prevent the proceeds from forming part of your estate. This has administrative advantages & can also reduce a potential tax bill.

## Special Reliefs

There are important “Special Property reliefs” available (they vary between 100% & 50%) for businesses including agricultural ventures; subject to certain qualifying circumstances such as a minimum period of ownership.

## Residential care

An increasing worry for many people is the high cost of long term nursing care & the risk that it can swallow a lifetime’s savings very rapidly. It should be emphasised that the Local Authority have the power to investigate if they feel that assets have been manipulated (known as deprivation of capital) & they can & do reclaim monies. However, there are options available to you & one innovation is a Lifetime Care insurance policy (which for the payment of monthly or single premiums provide for the costs of long term care) & Impaired Annuities (which convert a lump sum into a monthly income). A Property Protection Trust can be a great help in this regard for a married couple.

## Welfare benefits

The Welfare system in this country is particularly complex but you need to understand that a transfer of wealth either by gift or by Will to someone in receipt of means tested benefits could be counter-productive if it reduces their existing entitlement. If you are or have been in receipt of welfare benefits from any arm of local or central government then potentially the benefit provider may seek to recover some or all of the benefits given from your estate after your death.

## Your digital life

In today’s connected world many of us have many logon/passwords to let us access important things on line. When we die it’s important that those sorting everything out can find out the logon/passwords they need. Actually recording them in a will is not a good idea as they often change through life. Please consider how to make these details available to your executors.

## The Dull but Important Bit...

These Terms & Conditions are binding on both you & us; they are an integral part of the contract between us. The Terms & Conditions assume that we have met but that you have not yet received your documents.

Please keep this statement; it was printed on 17 April 2016 & reflects the situation at that date.

## General Points

- 1 You have given us your permission to contact you by any appropriate means in connection with our services and products. If you have provided us with an email address then we will use this as our preferred method of talking to you unless you ask us to use another means.

- 2 You have received a pre-visit letter setting out the terms of the appointment including these Terms & Conditions & have received a Client Information Booklet incorporating these Terms & Conditions which are fundamental to the contract between us & which you should keep for future reference. You have been offered other services or options; acceptances of these were at your discretion & were in no way obligatory.
- 3 Information & guidance is offered to you on matters concerning the preparation of the various documents & services that we offer. We do not offer advice on wider aspects of taxation, tax planning, the welfare system, insurance products, estate planning or any other financial or legal matters.
- 4 We will maintain confidentiality & will not pass on your details without your permission except in connection with the services and products we offer. Personal information may be used by credit reference agencies for the prevention of non-payment & fraud.
- 5 You have given us your permission to contact the people/organisations nominated in your documents to send them information on what is expected of them in doing the tasks you have given them & to offer them our services & for Registered Charities only the details of any gifts to them.
- 6 If you were referred to us by a professional you have given us your permission to reveal to that professional any information you have given us, the contents of the documents we write for you & for the professional to contact the people appointed in your documents.
7. You have agreed to pay our fees & to be jointly & severally liable for those payment(s). In the event of late payment non-payment or partial non-payment you agree to pay administration costs levied at our discretion at the rate of £25 per default letter & £100 per County Court application.
- 8 You have specifically instructed us to commence work immediately in drawing up the documents & providing the services you want. Once you have signed the Client Instruction Form you have a period of FOURTEEN days in which you can withdraw from the contract & receive a refund of all or part of the money you have paid. If you do withdraw we will charge you a fee that fairly reflects the time & work we have expended for you. For example, we would charge for visiting you & for any work done in preparing your documents. After the seven days fees paid are not refundable in whole or in part.
- 9 We recognise that all clients have different needs. In addition to the Information provided at the appointment & available from our website; we are happy to spend time explaining all the options & the documents we produce. However, telephone & email both have limitations & are not the best way to discuss complex matters. The better solution is to have a further meeting when everything can be more easily resolved. We need all clients to be aware that there will be occasional instances when the office staff have to insist that a second meeting is arranged at a modest further fee to cover our additional costs.
- 10 The Company will place total reliance on your statements as to the ownership and the description of the various assets mentioned in your documents. You specifically absolve the Company of any responsibility that may result from any problems resulting from the ownership or the description of the assets.
- 11 You undertake not to sign your documents until you fully understand & agree with their contents. You understand that we will rely on your active & complete co-operation in completing the documents provided for you & in implementing any other agreed recommendation such as Severing a Joint Tenancy. You understand that if you fail in this regard your documents may not achieve the results you want & that the Company will accept no liability for any consequence financial or otherwise resulting from that failure.
- 12 You understand that it is legal to arrange your affairs to minimise your liability for taxation within the law but tax evasion is illegal & criminal.
- 13 You understand that you are solely responsible for making sure that your documents are kept up-to-date & appropriate to your circumstances. The Company accepts absolutely no liability or obligation to advise you of any changes in legislation or taxation which may affect you either

directly or indirectly.

- 14 You understand that the legal standing of Discretionary Trusts in particular is subject to alteration by, for example, changes in the law by decision of a Court or by reinterpretation by the Inland Revenue of their rules. You understand that the performance & effect of a Discretionary Trust cannot be guaranteed & the Company accepts absolutely no liability in this regard.
- 15 We have Professional Indemnity Insurance in place that safeguards your interests against any failure on our part.

#### Document Production

- 16 'TBA' or the equivalent written on the Client Instruction Form stands for 'To Be Advised' & indicates information or decisions that were not available at the time of the interview but which you undertake to provide to us. IT MAY NOT BE POSSIBLE TO PRODUCE YOUR DOCUMENTS WITHOUT THIS INFORMATION.
- 17 We aim to return your completed documents to you within 10 working days of receiving all the necessary information from you & guarantee to do so within 20 working days or we will advise you in good time if there is any reason for delay. Working days exclude weekends & national holidays. You have been asked if there are any reasons that may make it important that your documents be returned before a certain date. If you have said that there are then you will have been advised whether we will try to meet that date or not. IF FOR ANY REASON THIS IS NOT APPROPRIATE CONTACT THE COMPANY. By signing the Client Instruction Form you confirm that you know of no reason why an earlier return is necessary or needed & indemnify the Company against any claim relating to delivery of the documents. Unless agreed otherwise your documents will be returned to you by post. Written guidance will be provided with your documents as to how your documents must be signed & witnessed. You are solely responsible for ensuring that the signing & witnessing is completed in accordance with that guidance. You have agreed that you do not want or need a second visit to oversee the signing & witnessing procedure or that a second visit will be made for an additional fee.
- 18 If you have not opted for Willcare (see below) you are still welcome to return your completed documents to us after signing & witnessing for checking. This check cannot guarantee that your documents were correctly completed only that, on the face of the documents, they appear to have been correctly completed.

#### Willcare

- 19 A package of benefits ('Willcare') including safe & secure document storage has been offered to you. Willcare is available for an initial contract of thirty-six months with fees paid monthly. Unless agreed otherwise the payments will start on the 1st day of the next month after the visit whether or not your documents have been completed at that time. After this period Willcare may be cancelled at any time with one month's notice. If you do not cancel Willcare it will automatically continue. You will receive copies of your documents. If we have an email address for you, we will send copy documents for you to keep in electronic pdf format unless you ask us to send you paper versions.
- 20 You will be sent a regular reminder to help make sure that your documents are kept up-to-date. You will benefit from a discount for any future updates to your documents. Your nominees will be given advice & support on their duties when necessary by means of verbal or written advice by telephone or letter. Further help may be offered at the Company's discretion
- 21 Documents stored by us will be checked before being put into storage. This check cannot guarantee that your documents were correctly completed only that, on the face of the documents, they appear to have been correctly completed.
- 22 The Company will take all reasonable care of stored documents. The Company's liability in respect of stored documents is limited to the replacement of the fabric of the document. The Company does not accept any liability for any consequence of the loss of or damage to a document.
- 23 Stored documents will NOT be reviewed by us. The Company accepts absolutely no liability or obligation to advise you of any changes in legislation or taxation which may affect you either

directly or indirectly.

24 Stored documents will be released to you or to your representatives on request. Jointly owned documents will be released on the authority of EITHER party. Written authorisation to return documents will be required. We reserve the right to ask for 14 days' notice in writing & for the duplicate documents to be returned. Any outstanding fees must be paid in full before documents are released. Fees owed will be calculated using rates current at the time.

25 If contact with you ceases & cannot be restored over a period of 7 years, then the Company reserves the right to destroy your stored documents.

.....  
Cut here

## Notice of Cancellation

From:

Full name(s) .....

Address .....

I/We wish to exercise our right to cancel the contract between us. I am/We are giving this notice within 14 days of signing the contract.

Signature(s) ..... Date .....

