

TERMS AND CONDITIONS WHICH APPLY TO WILL PREPARATION

Please read the following Additional Terms and Conditions which apply to Will Preparation from September 2022 and if you have any questions, please contact us on 01404 515427 before signing the accompanying Client Agreement. Please contact us if you need these Terms and Conditions in Larger Print.

1. Agreement

The legal advice provided and the draft Will, which will subsequently be sent to you, will be based on the information that you provided at the initial meeting and as such will be based on current law which may change in the future and if you fail to disclose material facts to us when providing that information we cannot accept responsibility for failure to include provision which would have been provided had that information been made available to us. It is therefore vital that you ensure that we are in possession of the full facts of your circumstances and the details of your estate.

2. Assets

In order for East Devon Law to properly be able to prepare your Will you agree that you will provide us with full details of the nature and extent of the property which you own and the identity of the persons, organisations or charities which you intend to benefit under your Will. It is your responsibility to ensure the information you provide to us is accurate and up-to-date.

3. Fees

Our standard fixed fee for a basic single Will or basic mirror Wills only applies where your circumstances are straightforward. This does not include complicated trusts, Inheritance Tax planning advice or complex residuary beneficiary provisions or large numbers of specific gifts or legacies.

If we have prepared a draft Will for you in accordance with your instructions and then subsequently have to keep making contact with you to establish your approval and completion of the same, then beyond one reminder letter the additional time and cost involved in chasing this matter to conclusion will be chargeable at our standard hourly rate.

If you then decide make substantial alterations to your instructions following the preparation of the initial draft Will based on your instructions that necessitates considerable additional time to achieve those changes then that additional work will be charged at our standard hourly rate of £250 per hour + Vat in addition to the fixed fee.

4. Foreign Assets

Your Will may not be effective to pass any property which you own which is located outside of England and Wales. We do not offer advice on foreign assets as part of our standard Will drafting service. If you require further advice concerning foreign assets,

please advise us and we will either provide such advice for an additional fee or we will direct you to an alternative specialist adviser from within our Trusted Associate Network if we are not able to provide it direct.

5. Taxation

It is possible that your estate will be subject to Inheritance Tax on your death and that the amount of tax charged will depend upon the nature of the provisions contained in your Will. For this reason, generic outline advice on Inheritance Tax is a feature of our standard Will drafting service however we will only advise you as to the likely Inheritance Tax consequences of the provisions that you have asked us to include in your Will on the basis of the information which you have given to us. However, we will not advise you as to the most tax efficient method of drafting your Will or give advice on lifetime tax planning as part of that standard Will drafting service. However, if you request it we will provide such advice for an additional fee or may need to refer you to other specialist tax advisers from within our Trusted Associate Network or liaise with your own personal tax advisers in order to provide a more comprehensive service should your estate and assets require it.

6. Capacity

A Will is not valid unless you have the necessary mental capacity to make a Will. We routinely undertake usual checks in order to ascertain that you have the requisite mental capacity to complete your Will. However if we are in doubt as to the level of your capacity, and in order to avoid any risk of a future challenge to your Will we may recommend that you authorise us to contact your doctor in order to obtain confirmation of your capacity to make a Will from him or her and, that he or she be asked to witness your Will for which there will be an additional fee payable. We may also recommend that a separate mental capacity report be carried out if you have any impairment to your capacity and will refer you to one of our Mental Capacity specialists from within our Trusted Associate Network for which an additional fee will be payable.

7. Inheritance Claims Advice

The Inheritance (Provision for Family and Dependents) Act 1975 may enable certain persons to seek additional provision out of your estate after your death. If an application is made under this Act it is likely to involve your estate in considerable expense and may result in a variation of the terms of your Will being made.

If the information which you provide to us to enable us to prepare your Will suggests that there is any real risk of such an application being made in respect of your estate, we will advise you that this is the case. However, we will not offer more detailed advice in relation to the 1975 Act and how to deal with such a possible claim unless you ask us to do so and, in those circumstances, an additional fee will be charged and depending on the nature of the possible claim further specialist advice from an alternative specialist adviser from within our Trusted Associate Network may be required.

If subsequent to your death a formal *Larke v Nugus* request is received in challenge to the Will prepared, which necessitates dealing with detailed questions and the provision of a detailed statement, then that time will be chargeable to your Executors and consequently your estate at our standard hourly rate applicable at that time in accordance with the appropriate Law Society guidance.

8. Property Ownership

In order to check that we have the correct details for how your property is held, so that we can determine whether or not it passes under the terms of the Will, we will need to see a copy of your current deeds. If you do not have this available, we can obtain on your behalf an electronic copy from the Land Registry which will incur a fee of £7 +Vat per title which covers the cost of obtaining the title document and our time in processing the same. This will also apply to any land owned freehold or leasehold as it is vitally important that it is correctly identified within your Will.

9. Execution of your Will

When we have prepared your Will in accordance with your instructions, we will send a draft to you for your approval. It is important that you read all its provisions carefully so as to make sure that you understand its contents, the details of the persons mentioned in it are correct and that it complies with your wishes.

In order to be valid your Will must be executed in a particular way. If you are not able to attend at one of our offices to execute your Will with us acting as the witnesses, we can send the same to you together with detailed written instructions as to how to execute the same.

If you have signed your Will at home, we would ask you to return the executed Will to us for checking and copying before it is either sent off for storage or returned to you for safe keeping. We will also require that you sign and return, as an acknowledgement, a copy of our Will signing instructions sheet to confirm it has been executed in accordance with those instructions. This will enable us to ensure that all is correct at a time when any mistakes or errors in the procedure can easily be rectified.

10. Storage of Original Wills

Please note that this firm does not have the facility to store original Wills. We can however arrange storage on your behalf with a suitable independent specialist storage company that provides this service, although they will charge a reasonable fee for this service by way of an annual direct debit. The alternative, if you do not wish to use this service, is that once your Will has been executed, we will arrange for its return to you by *Royal Mail Signed For* and you can then make your own arrangements for the original Will to be stored in a safe place.

If we have sent the original Will to you to sign at home, and within 28 days of us having sent the same to you for execution, you have not returned it completed to us as we request, we will assume that you have executed the Will and intend to keep the original Will within your own possession, and will proceed to close our file accordingly.

11. Changes of Circumstances

You should realise that if after executing your Will, you marry (or re-marry) your Will is revoked, or that if you and your spouse subsequently divorce then certain gifts within your Will may become ineffective. Other changes in your personal circumstances or changes in the law may also affect the appropriateness or effectiveness of some of the provisions that are contained in your Will.

We do not review the terms of your Will after it has been executed unless you ask us specifically to do so. However, we do recommend that you review the terms of your Will every 3 to 5 years, and we do offer a free Will review at that point, or earlier if you feel that your circumstances have changed to enable you to ascertain whether any amendments should be made.

This firm does not accept any responsibility for notifying you in the future of any changes in the law or any legal decisions which may affect the terms of the advice given to you.

12. Professional Standards on Inheritance Tax Planning Advice

Whilst some basic outline Inheritance Tax advice will be given during the taking of your instructions concerning the allowances that apply to your situation, detailed Inheritance Tax planning advice is not covered in the cost of preparing a standard Will and your attention is drawn to Clause 5 - Taxation above. However, if any subsequent detailed advice on Inheritance tax planning or mitigation is required from this firm, it is our policy that such advice has to be given by a full member of The Society of Trust and Estate Practitioners (STEP).

Our Managing Partner, Ian Hunt, is a full member of STEP.

The professional standards applicable to members of STEP are set out in the STEP Code of Professional Conduct. All Will writing work carried out by all members of this firm is compliant with the STEP Code for Will Preparation in England & Wales.

Details of both Codes can be found on the STEP website www.step.org.