

PROFESSIONAL WILL SERVICES

Will Instruction Form

Please complete carefully, reading all the notes and instructions

Professional Will Services
www.professionalwillservices.co.uk
19 Penneys Piece, Frome, BA11 2TD
Tel: (01373) 471117

- * Use **FULL LEGAL NAMES** throughout.
- * Check and confirm **spellings** for people and places.
- * Tick the appropriate boxes or delete as requested
- * Use the 'additional notes' section where necessary
- * The 'Client Declaration' must be read fully and signed.

Important:
Only the first 4 pages need to be completed for a *Standard Single* or *Mirror Will*.

I require a single Will

We require two Mirror Wills

1st Client's Full Name:

Are You Married/Single/Divorced/Separated/Widowed

Date of Birth.....

2nd Client's Full Name: (**"NOT APPLICABLE"** if single Will)

Are You Married/Single/Divorced/Separated/Widowed

Date of Birth.....

Telephone Number Day:..... Telephone Number Evening:.....

Best email address to use for client(s)

Will those above have any difficulty reading, and/or signing documents? Yes No

Have those above made a Will before? 1st Client Yes No 2nd Client Yes No

Are any assets held in another name? Yes No State Name here:

NB: This can easily arise where assets are acquired in a previous married name and ownership details are not changed.

Are there assets outside the UK? Yes No (If yes give details in additional notes)

If a couple, are you: Partners Married Civil Partners (please tick appropriate box)

If Partners should your Will remain valid if you marry/become civil partners? Yes No

LIST ALL CHILDREN BELOW List ALL children even if they are not all to benefit

	<u>FULL LEGAL NAMES ARE REQUIRED</u>	AGE	ONE BOX MUST BE TICKED FOR EACH CHILD		
			Child of 1 st Client	Child of 2 nd Client	Child of Both
1					
2					
3					
4					

Executors/Trustees: The following are to act as Executors:

My Partner/Spouse but those below if he/she shall predecease me Only those below

DO NOT fill this section for Nil Rate Band Discretionary Trusts. Complete the Nil Rate Band page instead.

IMPORTANT NOTES

1. Executors Wind Up The Estate And Execute The Will.
2. If Any Assets Are Not To Be Handed To Beneficiaries Straight Away (e.g. children) They Are Held By Trustees
3. Executors Automatically Act As Trustees Unless Different Trustees Are Appointed.
4. Executors And Trustees Are Very Often The Same People. There Is Often No Need For Separate Trustees
5. Guardians Do Not Act As Trustees Unless They Are Specifically Appointed As Trustees
6. If You Wish To Appoint Trustees Separately Please Use the 'Additional Notes' Section (see next page)

FULL LEGAL NAMES (Addresses are required if Executor not related) RELATIONSHIP TO
1st CLIENT 2nd CLIENT

1		
2		
3		
4		

Guardians STATE FULL LEGAL NAME AND RELATIONSHIP (WITH ADDRESS IF UNRELATED)

Guardians not required Guardians listed below

RELATIONSHIP TO
1st CLIENT 2nd CLIENT

1		
2		

If the 2nd guardian is only to act as a reserve please tick this box

Gifts & Legacies

Before distributing your estate you may wish to give specific gifts of money, family heirlooms or jewellery.

No Gifts to be made Gifts listed below continue on 'additional information' page if necessary

- * Gifts of money to minors will be in trust (but may be handed to parents/guardians if desired). Objects for minors should be a 2nd death provision.
- * Gifts of money may be linked to the Retail Price Index to prevent their value being eroded over time (recommended).

<p>1st Client (remember to indicate whether gifts are 1st or 2nd death)</p>	<p>2nd Client (remember to indicate whether gifts are 1st or 2nd death)</p>
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RESIDUARY ESTATE The Residuary Estate is to be left:

- To my spouse/partner but if they die before me to our children in equal shares
- To my spouse/partner but if they die before me to those listed below
- To my children in equal shares
- To those listed below

**TICK
ONE
BOX
ONLY**

NOW READ AND FOLLOW GUIDANCE NOTES 1, 2 AND 3 IMMEDIATELY BELOW

1. If you have a child who dies before you leaving children then those children will normally inherit their parent's share of your residuary estate. Therefore EVEN IF YOUR CHILDREN ARE ADULTS please indicate age of inheritance below.

I wish beneficiaries to inherit at the age of: 18 21 25 (please tick one box)

2. The term children includes illegitimate or adopted children but NOT step-children who will not normally benefit if not named. If any who may be defined as your children are not to be included or if there any who are not your children but who are to be included as such then please clarify using the 'Additional Notes'.

3. If you have children who all live with you, particularly if they are all minors, then consideration should be given to alternative beneficiaries. It may be easier to use the "Additional Notes" section below. There is a further whole page dedicated to Additional Notes on page 9. Further guidance can be given regarding alternative beneficiaries if required.

<u>FULL NAMES</u> (and addresses if unrelated)	% SHARE	RELATIONSHIP TO 1 st CLIENT	RELATIONSHIP TO 2 nd CLIENT
1			
2			
3			
4			
5			
6			

Please complete the Estate Valuation page before proceeding.

**Are any of the beneficiaries likely to be subject to IHT?
(please bear in mind any inheritance they may anticipate)** Yes No

If the answer is 'Yes' to the above question have the clients received any information in regard to the potential effectiveness of an appropriate Trust? Yes No

FUNERAL REQUESTS

1st Client:

I wish to be:

Buried

Cremated

No Preference

Specify any special arrangements here:

2nd Client:

I wish to be:

Buried

Cremated

No Preference

Specify any special arrangements here:

Exclusions

Is there is anyone you wish to exclude from your Will **who might normally expect to be a beneficiary**? An exclusion clause in your Will cannot in itself prevent a claim on your estate, especially from those who may be dependent on you, but it does remove any doubt as to your wishes. However, you cannot simply exclude anyone who has a legitimate claim on your estate, particularly if they are dependents or if there is a debt payable. Also, bear in mind that a deliberate exclusion can provoke action against your estate if the person feels, rightly or wrongly, that they have been excluded maliciously. **If you wish to exclude someone who might normally expect to benefit we shall discuss the matter further with you and give appropriate advice.**

1st Client – I wish to deliberately exclude the following from my Will

Name:..... Relationship:

Name:..... Relationship:

2nd Client: I wish to deliberately exclude the following from my Will

Name:..... Relationship:

Name:..... Relationship:

Business Interests: We shall discuss them with you before finalising your Will:

1st Client: name of business and type:

2nd Client: name of business and type:

This completes all the instructions for a standard Will.

Further instructions can now be taken for additional matters (see following pages). If any provisions are required but not covered by this Form or if there are any queries please contact Professional Will Services.

The information on this Form will be carefully considered and further information may be requested.

If no further provisions are required please proceed to the Terms & Conditions and the Client Declaration

Inheritance Tax Mitigation

DETAILS FOR NRB OR F.L.I.T. TRUST

- ◆ Please disregard the previous request for Executors.
- ◆ List below up to 3 choices of Executor and Trustee. Your spouse cannot act as an Executor but may act as a Trustee of the Nil Rate Fund.
- ◆ If you both wish your husband/wife to act simply put 'My Spouse' where it says 'Name' and we shall automatically appoint them as a trustee
- ◆ For each person you list below place a tick in the blue box if you wish them to act as Executors, a tick in the red box if you wish them to act as Trustees of the Nil Rate Fund and tick both boxes if you wish them to act in both capacities.
- ◆ **YOU SHOULD NOT NOMINATE ALL TO ACT AS BOTH.** Executors and Trustees should not be identical. A spouse should not be an Executor in these arrangements so appointing Executors and then appointing your spouse plus the Executors to be Trustees is sufficient variation.

Please also complete the Estate Valuation on the following page if you require IHT mitigation

Names and Addresses	Select as		Relationship to 1 st Client	Relationship to 2 nd Client
Name:..... Address:.....	Executor <input style="width: 30px; height: 20px; border: 1px solid blue;" type="checkbox"/>	Trustee <input style="width: 30px; height: 20px; border: 1px solid red;" type="checkbox"/>		
Name:..... Address:.....	Executor <input style="width: 30px; height: 20px; border: 1px solid blue;" type="checkbox"/>	Trustee <input style="width: 30px; height: 20px; border: 1px solid red;" type="checkbox"/>		
Name:..... Address:.....	Executor <input style="width: 30px; height: 20px; border: 1px solid blue;" type="checkbox"/>	Trustee <input style="width: 30px; height: 20px; border: 1px solid red;" type="checkbox"/>		
Name:..... Address:.....	Executor <input style="width: 30px; height: 20px; border: 1px solid blue;" type="checkbox"/>	Trustee <input style="width: 30px; height: 20px; border: 1px solid red;" type="checkbox"/>		

I would like my discretionary beneficiaries to include: (Select by ticking boxes – please note those nominated are the POTENTIAL beneficiaries at the discretion of the Trustees during the life of the trust. Unless otherwise instructed when the trust is wound up distribution will be as per the residuary estate.

- ◆ My children and descendants.....
- ◆ The spouses, widows and widowers of the above (not usually required).....
- ◆ My spouse.....
- ◆ If our children predecease without issue our nieces and nephews
- ◆ Any other person or class (please specify).....

Estate Valuation

	Owned by 1 st Client	Owned by 2 nd Client	Jointly Owned
Property			
Business Assets			
Life Assurance (not written in trust)			
PEP's			
ISA's			
National Savings			
Shares			
Unit Trusts/Investment Bonds			
Bank/Building Society Savings			
House Contents			
Car(s)			
Any employment related benefit not in trust (e.g. additional insurance not part of standard pension scheme and payable into the estate)			
Other			
Total Estate Value	£	£	£

Less Liabilities

	1 st Client	2 nd Client	Joint
Mortgage			
Loans (inc. Credit & Store Cards)			
Other			
TOTAL ESTATE VALUE	£	£	£
LESS TOTAL LIABILITIES	£	£	£
Net Value of Estate	£	£	£

Has either spouse made any gifts at any time to the other of over £10,000

Yes/No

These calculations are estimates only. They are for illustration purposes only and have been calculated on approximate figures supplied by the client(s).

PROTECTIVE PROPERTY TRUST

Your Executors will automatically become your Trustees if no separate appointment of Trustees is made. We will be happy to discuss the appointment of Trustees with you .

PROPERTY DETAILS: Please delete as applicable

1. How is your property currently owned? **IN A SINGLE NAME / JOINT NAMES / TENANTS IN COMMON**

- * We make no additional charge when converting jointly owned property to 'tenants in common' in equal shares.
- * Converting to 'tenants in common in unequal shares can be arranged for an additional fee (enquire if appropriate)
- * If you wish to discuss owning your property in unequal shares please tick the box
- * Converting a property owned in a single name to 'tenants in common' can also be arranged for an additional fee.

When ownership of the property is converted to tenants in common:

- * Do you wish your spouse/partner to occupy the property for as long as they wish: **YES/NO** (delete as applicable)
- * If the answer to the question above was 'NO' please explain in your own words what you want to happen

When the Property Trust ends what do you want to happen to your share?

First Client: I want my Share to be distributed as per my residuary estate

: I want my share to be distributed as per my instructions below:

Tick
1
Box
Only

Please state how you want your share distributed:

Second Client: I want my Share to be distributed as per my residuary estate

: I want my share to be distributed as per my instructions below:

Tick
1
Box
Only

Please state how you want your share distributed:

DECLARATION IN REGARD TO PROPERTY TRUST

Please tick the appropriate box:

This page is applicable to me/us

This page is not applicable to me/us

We have included a Property Trust in our Wills as part of our estate planning arrangements. There are various circumstances under which that might prove to be appropriate.

We are aware that if one of us goes into residential care and the other one is still in the property and is considered vulnerable then the property should, under existing rules be disregarded. If one of us dies and the survivor needs care then the local authority can use their share of the property to pay for it (if there are otherwise insufficient funds) but the share of the property owned by the first to die is in trust and the survivor has no right to the capital, only the income. This does not fall foul of the 'deprivation of assets' rule (giving away assets so they cannot be used to pay for care) as the person needing care has given away nothing and the deceased does not require care.

However, we are also aware that if both of us need residential care while we are both still alive then each of us would have a share of the property that could be used to fund it with the result that the trust may not reduce any applicable care fees.

Nevertheless, the trust provides a way to ensure that regardless of what happens after first death, such as remarriage or bankruptcy, the share of the property of the first to die is in trust for the beneficiaries they nominate. We wish to ensure, as far as possible, that the share of the family home of the first to die is in trust for their beneficiaries subject to the provisions within the trust to protect the survivor.

The Property Trust provisions include powers to the trustees to sell the property and purchase an alternative property for the occupation of the survivor. If there is money in the Trust Fund following a sale of the property during the life of the survivor (possibly resulting from downsizing or because the survivor goes into care) then the survivor of us receives the income (interest) under the terms of the trust. The survivor has no right to the capital of the trust fund but there is provision for the possibility of loans to be made from any money in the trust fund (that might arise following a sale) if required due to circumstances not presently foreseen. The decision to provide any such loan rests with the Trustees.

This flexibility protects the survivor's interests allowing the Trustees to make money available if necessary (and if there are liquid assets in the Trust Fund) and for that to be a loan/debt against the estate of the survivor to be repaid at a convenient time, possibly not until their death. If the loan cannot be repaid then the Trustees are not liable as the Will makes it clear that they may consider only the interests of the survivor in such circumstances. This feature allows clients to make provisions to help protect assets for their beneficiaries while still ensuring that the interests of the survivor are a priority for the Trustees if circumstances so demand.

We have been informed that if we move home we must inform our conveyancer that we need to own any new home as tenants in common to support the trust provisions in our Wills.

Signature of 1st Client _____

Signature of 2nd Client _____

Date _____

Additional Notes (Use this space to record important details not covered by this form or where there is insufficient space)

TERMS OF BUSINESS

Professional Will Services, 19 Penneys Piece, Frome, BA11 2TD

1. In these Terms of Business 'We' and 'Our' shall always refer to Professional Will Services and 'You' and 'Your' shall always refer to the client or clients giving the instructions. The Client Declaration on the following page forms part of our Terms of Business.
2. We undertake to provide wills and associated ancillary documents only in accordance with the laws of England and Wales and the formalities for wills and any associated ancillary documents come under English and Welsh law. These Terms and Conditions are governed by and shall be construed according to the laws of England and Wales.
3. We shall be pleased to answer any questions you may have in order to help you make decisions in relation to your Wills. However, these decisions are yours to make. We may not be aware of all your personal circumstances or those of your beneficiaries, which could in any event change (see item 7 below), and so our answers to your questions should not, on their own, be construed as advice in connection with the terms of your Will and in particular:
 - * how your estate should be distributed
 - * the taxation consequences of the dispositions in your Will
 - * the effectiveness or appropriateness of the dispositions that you choose to make
 - * the legal or financial consequences of those dispositions.
4. We shall prepare all documentation relying on You having correctly stated all relevant information in Your signed instructions. We have no responsibility to verify any of the information provided by You. Please see our Guarantee at the bottom of the page.
5. We shall prepare Will documents within 21 days of receiving your full and complete instructions. However, where circumstances outside of the Company's control result in any delay you will be informed straight away.
6. You must read all documents carefully to confirm that they correctly reflect your wishes as to the distribution of your estate, the appointment of your executors, trustees and guardians (as applicable) and that the details of the persons referred to in all documents are correct.
7. We shall prepare all documents according to the present interpretation of the law and current practice. Changes in the law, in taxation or your personal circumstances could make it necessary to change your Will. We do not undertake to advise you of any such changes affecting you personally. All Wills should be reviewed regularly and, additionally, upon any change in your circumstances. Marriage will revoke any Will not specifically written in contemplation of that marriage.
8. Wills written shall, unless otherwise instructed, cover a testator's assets anywhere in the world. However, appropriate professional advice must be sought regarding foreign assets, particularly land and property, to ascertain whether those assets should be made the subject of a Will where they are held with the UK Will amended to cover UK assets only.
9. All documents will be supplied to you with full written instructions showing how they should be signed and witnessed. If an error is made simply inform us and new documents will be sent *free of charge*. We contract to provide will and associated ancillary documents only and our contract to do so does not contain any duty for Professional Will Services to supervise the execution of any will or associated ancillary documents nor to take responsibility for the will and associated ancillary documents being correctly executed.
10. We maintain a full complaints procedure so please contact us if there is anything you are not happy about. If we cannot resolve the matter to your satisfaction you may refer it, in writing, to the Complaints Department, The Society of Will Writers, Chancery House, Whisby Lane, LINCOLN, LN6 3LQ.

OUR GUARANTEE

We guarantee to prepare your Will according to your signed instructions. If we make an error we shall amend your Will regardless of the time that has elapsed. Simple amendments due to errors in the instructions you give, or because you change your mind about something, can be made within 90 days of the date of our covering letter that accompanies the completed Wills for a small admin fee, payable in advance, of just £25.00 per individual Will (regardless of whether it is a standard Will or complex Trust Will). More complex re-writes or amending your Will after 90 days is likely to incur a higher fee

The services below have been fully explained and I/we wish to order the following:

- ~ Standard Will(s)
- ~ Wills including Nil Rate Band Discretionary Trust
- ~ Wills including Protective Property Trust
- ~ Lasting Powers of Attorney

Please tick appropriate boxes

CLIENT DECLARATION

The undersigned fully understand and agree the following:

- ◆ That I/we have read and agree the Terms of Business. That I/we are over the age of 18 years and of sound mind and the information on this form is complete and correct and is to be used as the basis for the preparation of legal document(s).
- ◆ That these instructions represent my wishes for the distribution of my estate following my death, that no other Trusts or constraints exist to prevent my estate(s) being distributed as requested, that these instructions have been given following careful consideration by myself and that I am under no pressure or influence from any third party in regard to them.
- ◆ That a Will is not legally valid until it has been signed in the presence of two independent witnesses and that written instructions have been received by me/us, which I/we fully understand, explaining this process.
- ◆ That once documents are in my/our possession they are under my/our control and I/we hereby indemnify Professional Will Services and its Principals against any consequences of whatever nature and howsoever arising of any document remaining unsigned or not being signed in accordance with the instructions issued.
- ◆ That I/we will be aware of the relationship of the witnesses to others, and their possible involvement in the arrangements being made, and that we will not. It is therefore my/our duty to make sure that those who sign a document are eligible to do so (e.g. that witnesses to a Will are not beneficiaries or married to a beneficiary).
- ◆ That Professional Will Services does not supervise the signing of the documents but offers to check copy documents, after signing, entirely free of charge (subject to the conditions above). A stamped addressed envelope is provided for that purpose. I/we accept our duties, as described above, in completing these arrangements and understand that any further help and advice required is available free of charge upon request.

Notice of the Right to Cancel – Please Read Carefully

1. This contract is between Professional Will Services and the person or persons signing the Client Declaration and only those persons can cancel it.
2. In all correspondence please quote the name and address of the person(s) who signed the Client Declaration.
3. You have a right to cancel the contract if you so choose at any time within 14 days of the date of receipt of this notice which is the date of this Client Declaration. You may cancel by using the cancellation form provided on the back of the witnessing instructions.
4. Notice of Cancellation is deemed to be served as soon as it is received by us.
5. The regulations state that you may instruct us to prepare your documents immediately. If you do so and later cancel then fees will be payable up to the full amount - depending on the amount of work already carried out - even if you subsequently cancel within the 14 day cancellation period.

Please tick the appropriate box below. If you do not tick one of the boxes it will be assumed that you wish us to wait until the expiry of the cancellation period before commencing any of the work you have asked us to do.

I/We require Professional Will Services to commence preparation of our documents immediately.

I/We require Professional Will Services to prepare our documents after the expiration of the cancellation period

Signed in agreement by 1st Client.....2nd Client.....

I, the undersigned, confirm that during the interview the above individual(s) demonstrated sufficient mental capacity to make a Will in accordance with *Banks vs Goodfellow*. See 'Notes On Testamentary Capacity'.

I have verified the client's I.D. by the following means.....

Introducer's Name:.....Signature.....Date.....

NOTES ON TESTAMENTARY CAPACITY

Banks v Goodfellow (1870) established that a testator must understand the nature of the act of making their Will, the effect of the Will, the extent of their estate and claims they might be on it. The following notes are designed to assist in ensuring that the requirements are met.

1. THE NATURE OF THE ACT

The testator must understand:

- * That he or she will die
- * That the Will only comes into effect on his death and not before
- * That he or she can revoke or change the Will at any time before his death, so long as he or she remains mentally capable of doing so.

2. THE EFFECT OF MAKING A WILL

The testator must understand:

- * The role of the Executors, who they are, and why Executors should be appointed
- * Who gets what under the will
- * The distinction between a conditional and outright gift to a beneficiary under the Will, e.g. entitlement may be limited to income, or to reside in the family home for life, as opposed to an absolute entitlement.
- * That the heirs may inherit a great deal more, or less, as the case may be (depending on market values and the testator's frugality or extravagance in their final years) between the date of the Will and the date of death;
- * That the beneficiaries may not survive the Client, who should be able to consider options for providing for such eventuality, such as making a 'per stirpes' grant to the children of a deceased beneficiary.
- * Whether a previous Will has been made and why the new Will is different and to be preferred

3 THE EXTENT OF THE PROPERTY

The testator must understand:

- * The extent of his solely owned property.
- * The fact that, regardless of the terms of the Will, certain types of jointly owned property might pass automatically on his death to the other joint owner.
- * That there may be pension, insurance or other benefits payable on his death which may not be affected by the terms of the will but which are written in trust and for which separate arrangements must be made.

4. THE CLAIMS TO WHICH THE CLIENT OUGHT TO GIVE EFFECT

The testator should be able to understand the claims to which he or she ought to give effect and to give reasons for preferring certain potential beneficiaries, and possibly excluding others, for example, by:-

- * Comparing their respective levels of affluence or lack of means
- * Assessing any special needs, due to age, infirmity, or disability, which may justify financial support
- * Comparing the degree of their care and attentiveness and overall affection and concern for him

There should be discussion of the extent of the testator's assets. However, the client must be able to appreciate and comprehend the claims to which he ought to give effect without any assistance (*Cartwright v Cartwright 1793*)

Although he must satisfy the *Banks v Goodfellow* tests, the testator remains entitled to act irrationally and even foolishly. The law requires a person to be capable of understanding the nature and effect of an action but does not insist that they must behave "in such a manner as to deserve approbation from the prudent, the wise and the good". (*Bird v Luckie 1850*)

The mental capacity required to revoke a Will is the same as that required to make one (*Re: Sabatini 1970*)

The above tests need to be satisfied at the time the client executes the Will. However, if the client's mental condition deteriorates between giving instructions to prepare the Will and executing it, he may be presumed to have capacity in respect of the Will as executed, provided:

- * The testator had capacity at the time he gave the instructions for the Will to be prepared
- * The Will was prepared strictly in accordance with those instructions; and
- * At the time of execution the testator was capable of understanding, and did understand, that he was executing a Will for which he had given instructions. (*Parker v Felgate 1883*)

TO BE RETAINED BY THE CLIENT

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CLIENT'S COPY

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- ~ Standard Will(s)
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<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Please tick appropriate boxes

CLIENT DECLARATION

The undersigned fully understand and agree the following:

- ◆ That I/we have read and agree the Terms of Business. That I/we are over the age of 18 years and of sound mind and the information on this form is complete and correct and is to be used as the basis for the preparation of legal document(s).
- ◆ That these instructions represent my wishes for the distribution of my estate following my death, that no other Trusts or constraints exist to prevent my estate(s) being distributed as requested, that these instructions have been given following careful consideration by myself and that I am under no pressure or influence from any third party in regard to them.
- ◆ That a Will is not legally valid until it has been signed in the presence of two independent witnesses and that written instructions have been received by me/us, which I/we fully understand, explaining this process.
- ◆ That once documents are in my/our possession they are under my/our control and I/we hereby indemnify Professional Will Services and its Principals against any consequences of whatever nature and howsoever arising of any document remaining unsigned or not being signed in accordance with the instructions issued.
- ◆ That I/we will be aware of the relationship of the witnesses to others, and their possible involvement in the arrangements being made, and that Professional Will Services will not. It is therefore my/our duty to make sure that those who sign a document are eligible to do so (e.g. that witnesses to a Will are not beneficiaries or married to a beneficiary).
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1. This contract is between Professional Will Services and the person or persons signing the Client Declaration and only those persons can cancel it.
2. In all correspondence please quote the name and address of the person(s) who signed the Client Declaration.
3. You have a right to cancel the contract if you so choose at any time within 14 days of the date of receipt of this notice which is the date of this Client Declaration. You may cancel by using the cancellation form provided on the back of the witnessing instructions.
4. Notice of Cancellation is deemed to be served as soon as it is received by us.
5. The regulations state that you may instruct us to prepare your documents immediately. If you do so and later cancel then fees will be payable up to the full amount - depending on the amount of work already carried out - even if you subsequently cancel within the 14 day cancellation period.

Please tick the appropriate box below. If you do not tick one of the boxes it will be assumed that you wish us to wait until the expiry of the cancellation period before commencing any of the work you have asked us to do.

I/We require Professional Will Services to commence preparation of our documents immediately.

I/We require Professional Will Services to prepare our documents after the expiration of the cancellation period

Signed in agreement by 1st Client.....2nd Client.....

I, the undersigned, confirm that during the interview the above individual(s) demonstrated sufficient mental capacity to make a Will in accordance with *Banks vs Goodfellow*. See 'Notes On Testamentary Capacity'.

I have verified the client's I.D. by the following means.....

Introducer's Name:.....Signature.....Date.....

TO BE RETAINED BY CLIENT

HOW TO SIGN YOUR WILL

**FOLLOW THESE INSTRUCTIONS
EXACTLY TO AVOID LEGAL PROBLEMS**

Your Will becomes legally valid **ONLY WHEN** you sign it while watched by both witnesses. They should be over 18. Both witnesses should see you actually sign and everyone should use the same pen. Everyone should sign using their normal signature. Where it asks for the witnesses full name that does mean their legal name in full. For Mirror Wills the same witnesses can witness both Wills.

It is essential that the witnesses further identify themselves by adding their addresses.

A Beneficiary must NEVER sign a Will as a witness and neither should their spouse. The witnesses should be independent of the Will and those in it but may be married to each other

DO NOT attempt to write in any additions or alterations to your Will. Follow these instructions during the process of signing and witnessing and afterwards check that the Will complies in all respects. If it does not then please contact us without delay.

The following example shows the correct way for a Will to be signed and witnessed. Please follow it carefully.

By signing my Will I hereby confirm that I have fully read and understood all its contents and that it complies with my wishes in every respect

SIGNED by me on the *29th* day of *June* 20 *13*

Signature *J Smith*

SIGNED first by the Testator in our joint presence and then by each of us in the presence of the Testator and each other

Witness 1

Signature: *A Witness*

Full name: *Arthur George Witness*

Address: *10 The Mead*

Bishops Tipple

Bristol

BS4 6NT

Witness 2

Signature: *J Soap*

Full name: *Joseph Soap*

Address: *The Old Surgery*

Sore Place

Graze-on-the-Knee

Somerset

If you make an error when signing your Will, or the procedure was not followed exactly, then call us on **(01373) 471117** and we shall send new Wills *without charge*.

Even if you're sure it is right please let us check it **FREE OF CHARGE**. **We even provide a stamped addressed envelope to persuade you to let us do it!** (We are determined to give you the best possible service.)

Simply send a photocopy of the page or pages of all documents on which a signature appears and we shall advise you either way and help you overcome any difficulties we see, **Free of charge of course!** Our service is designed to give total peace of mind

CANCELLATION FORM

You have given written instructions to Professional Will Services (a trading style of Richmond House Associates Ltd) for the preparation of legal documents. Under “**The Consumer Contracts (Information , Cancellation, and Additional Charges) Regulations 2014**” you have 14 days during which you may cancel the contract and receive a full refund of your money. The date of Notice is the date of the Client Declaration (on which the Notice appears) that you will have signed and of which you should have been given a copy. This form follows the requirements of the regulations and contains additional material for the sake of clarity.

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: Bob Cullen

At: Professional Will Services, 19 Penneys Piece, FROME, BA11 2TD.

I/We hereby give notice that I/we wish to cancel my/our instructions for the supply of Will (and any other) documents for which instructions have been given by me/us on the Company’s official Instruction Form.

Signed: _____ 1st Client

Signed: _____ 2nd Client (where instructions were given for Mirror Wills)

Name and Address of client(s) _____

Date _____

IMPORTANT NOTES

1. The Regulations allow you to instruct us to commence work prior to the expiry of the 14 day cancellation period but if you do so charges will apply (up to the full extent of the fee paid) if you subsequently cancel prior to the expiration of the cancellation period but after work has commenced. You will have indicated your choice in regard to this on the Client Declaration sent to us as part of your instructions. If you do not instruct that work should commence prior to the expiry of the cancellation period we shall start to prepare your documents after the cancellation period.

2. **DO NOT CANCEL this contract simply because you wish to change your instructions.** If you wish to change your instructions prior to the Wills being prepared by us there would only be a charge if new instructions were for a type of Will for which higher fees are payable. After that, as per our Guarantee at the end of our Terms & Conditions, “**Simple amendments, for example due to errors in the instructions you give, or because you change your mind about something, can be made within 90 days of the date of our covering letter that accompanies the completed Wills for a small admin fee, payable in advance, of just £25.00 per individual Will (regardless of whether it is a standard Will or complex Trust Will). More complex re-writes or amending your Will after 90 days will incur a higher fee.**” If you cancel this contract we will not be able to accept changes to your instructions but will be required by law to void the instructions and return all monies paid. If you later wished to give amended instructions a new instruction form would need to be completed. This may incur additional fees if the original instructions were taken in your home and a further visit became necessary. Additional fees may also be payable if, in the meantime, there has been an increase in our fees or if new instructions are for a type of Will for which higher fees are payable.