



Name:

Referred by:

Preferred contact time:

Preferred contact number:

# Terms of Business

Definitions:

The Term, 'the Company', shall mean Will Drafting Services

The Term 'you' and 'your' shall mean you

The Term, 'the Society' shall mean The Society of Will Writers and Estate Planning Practitioners

For the purposes herein, Will or Wills shall include any other document as is prepared in accordance with your instructions.

## 1. The Company undertakes to:

- a) To provide you with support on matters relating to the preparation of your Will(s).
- b) To dispatch your draft Will(s), to you, within 5 working days of receiving your initial instructions. However, where circumstances occur which are outside of the Company's control which will result in a delay beyond this period, you will be given a full written explanation and the documents produced as soon as is possible.
- c) To maintain the strictest confidentiality and not to pass on your name or details to any other organisation without your express written permission. The Company is registered under the Data Protection Act 1984, and therefore all information disclosed to us will remain totally confidential.
- d) The Company undertakes to refund any money paid in respect of the preparation of your Will(s) to you, should you change your mind within 10 days from the date of receiving your instructions. However, the Company reserves the right to charge you for any work already carried out on your behalf and in accordance with your signed instructions.
- e) The signing of your Will(s) (the Execution) must be carried out according to the law of England and Wales in order for your Will(s) to be valid. All Will(s) will be supplied to you with full written instructions of how these should be completed.
- f) Where the Company offers a Will Storage service, the Company does not accept any liability or obligation to advise you of any changes in legislation or taxation which may affect you either directly or indirectly and may necessitate a review of your Will(s). Any Will should be reviewed every three years and on the occasion of any material change in your circumstances, such as divorce, marriage, the birth of children, or the inheritance of a large sum of money etc.

## 2. Your obligations are:

- a) In order for the Company to provide accurate advice and to produce an effective legal document you are required to disclose all relevant facts and answers to all questions asked. The Company shall not accept liability in respect of information which was not disclosed, and therefore not documented, and which comes to light at a later date as being of relevance and which may effect the validity or content of your Will(s), or advice given.
- b) To read through your Will(s), and other documents provided, to confirm that the Will(s) correctly reflects your wishes as to the distribution of your estate and that the names and addresses of the persons mentioned in your Will(s) are correct, adding any missing data not supplied.
- c) It is your responsibility to return the documents together with any amendments to the Company within ten days of receipt. If you fail to return the documents to the Company, the Company shall accept no liability for the Will(s).
- d) The Company shall not be responsible for any delay due to your failure to comply with the above.
- e) To notify the Company if you do not receive your Will(s) within two weeks of the first appointment, unless otherwise agreed.
- f) To pay the Will Writing fee in full with instructions. The fees for other services may, by agreement, be paid on completion.

## 3. Client care

- a) The Company is committed to providing you with a high quality service. An essential part of that service is that we will communicate effectively with you and that you are kept informed of progress.
- b) The Company operates a full Customer Care Service of which all our staff are fully aware and the Company maintains a full complaints procedure to which any complaint should first of all be addressed. If the matter is unable to be resolved to your satisfaction you may refer it, in writing, to The Director General, The Society of Will Writers, Ground Floor Chambers, Newland House, The Point, Weaver Road, Lincoln LN6 3QN.
- c) The Company complies with the Society's Code of Practice of which a copy is available upon request.

# Will Questionnaire

The information you provide on this form constitutes the basis of our instruction for drafting a Will.

**PLEASE READ THE QUESTIONS CAREFULLY BEFORE ANSWERING.**

Please indicate here if you wish this to be an Individual or two Mirror Wills

Individual / Mirror\*

Please answer in BLOCK CAPITALS. Include FULL NAMES throughout this questionnaire (i.e. First names and surnames). All questions need to be answered (write NO ,NONE or NOT APPLICABLE if appropriate)

## SECTION 1 — Personal Details

Surname

Full forenames including middle names

Any other name by which you are known and hold property etc.

Sex

Male / Female\*

Address

Postcode

Telephone Number

Date of Birth

DD / MM / YYYY

Marital Status

Single / Married / Divorced / Widowed / Civil Partnership\*

Do you own a business?

Yes / No\*

Name of Business

Is it Ltd?

Yes / No\*

## SECTION 2 — Details of Spouse / partner (write "NOT APPLICABLE" if appropriate)

Surname

Full Forenames

Any other name by which the you are known and hold property etc.

Sex

Male / Female\*

Address

Postcode

Date of Birth

DD / MM / YYYY

Do you own a business?

Yes / No\*

Name of Business

Is it Ltd?

Yes / No\*

Do you expect to marry/enter into a civil partnership in the near future?

Yes / No / Not Applicable\*

If Yes, please provide the date

DD / MM / YYYY

**SECTION 3 — Details of children**

(write "NOT APPLICABLE" if appropriate)

|  |  |
|--|--|
| Number of children:<br>(Include bloodline and adopted) |  |
|--|--|

| Full Name | Address | Date of birth | Child of Mr, Mrs or both | Male or Female |
|-----------|---------|---------------|--------------------------|----------------|
|           |         |               |                          |                |
|           |         |               |                          |                |
|           |         |               |                          |                |
|           |         |               |                          |                |
|           |         |               |                          |                |

**SECTION 4 — Other dependants**

|  |     |  |    |  |
|--|-----|--|----|--|
| Are there any persons other than those mentioned in Sections 2 and 3 who might consider themselves to be dependants? | Yes |  | No |  |
|--|-----|--|----|--|

If **Yes**, please provide details

| Full Name | Address | Date of birth |
|-----------|---------|---------------|
|           |         |               |
|           |         |               |

## SECTION 5 — Executors

Do you wish to appoint your spouse/partner as one of your Executors?

Yes

No

Not applicable

When choosing an Executor, please consider their suitability in terms of location, ability to handle paperwork, experience with money and investing as well as age. For a list of an Executors duties please refer to our booklet 'Notes and Instructions'

Please enter the full names and addresses of those you wish to appoint as Executors to act jointly with your surviving spouse/partner if applicable.

|                      |          |       |
|----------------------|----------|-------|
| Full Name            | Address  |       |
| Relationship to whom | Postcode | Phone |

|                      |          |       |
|----------------------|----------|-------|
| Full Name            | Address  |       |
| Relationship to whom | Postcode | Phone |

### Reserve Executors

If any of the above die before you, or are unable or unwilling to act as Executors when you die, who do you wish to appoint as substitutes in their place? The following will only act as Executors in substitution and in order of priority.

#### 1st Reserve

|                      |          |       |
|----------------------|----------|-------|
| Full Name            | Address  |       |
| Relationship to whom | Postcode | Phone |

#### 2nd Reserve / Joint Executor (delete as appropriate)

|                      |          |       |
|----------------------|----------|-------|
| Full Name            | Address  |       |
| Relationship to whom | Postcode | Phone |

## SECTION 6 — Guardians of minor children

Do you wish to appoint guardians?

Yes

No

Not applicable

|                      |          |       |
|----------------------|----------|-------|
| Full Name            | Address  |       |
| Relationship to whom | Postcode | Phone |

|                      |          |       |
|----------------------|----------|-------|
| Full Name            | Address  |       |
| Relationship to whom | Postcode | Phone |

## SECTION 7 — Specific legacies

Do you wish to give any specific legacies?

Yes

No

Do you wish these to take effect only if your spouse/partner does not survive you? ie. only after the 2nd death.

Yes

No

Not applicable

| Full description of item being given | Name and address of beneficiary | Relationship to whom | Whose Will? ie: both, Mr or Mrs |
|--------------------------------------|---------------------------------|----------------------|---------------------------------|
| My:                                  |                                 |                      |                                 |
| My:                                  |                                 |                      |                                 |
| My:                                  |                                 |                      |                                 |
| My:                                  |                                 |                      |                                 |
| My:                                  |                                 |                      |                                 |

## SECTION 8 — Cash legacies

Does you wish to give any cash legacies?

Yes

No

Do you wish these to take effect only if your spouse/partner does not survive you? ie. only after the 2nd death.

Yes

No

Not applicable

| Amount | Name and address of beneficiary | Relationship to whom | Whose Will? ie: both, Mr or Mrs |
|--------|---------------------------------|----------------------|---------------------------------|
| £:     |                                 |                      |                                 |
| £:     |                                 |                      |                                 |
| £:     |                                 |                      |                                 |
| £:     |                                 |                      |                                 |
| £:     |                                 |                      |                                 |



## SECTION 9 — Gift of residuary estate

Who do you wish to leave your residuary estate to? (Please tick one option)

### Option 1

To spouse/partner  
Then to children, in equal shares

At what age?

### Option 2

Then to children, in equal shares

At what age?

### Option 3 - Or to those listed below

| Full Name | Address | Relationship to whom | At what age? | Share ** |
|-----------|---------|----------------------|--------------|----------|
|           |         |                      |              |          |
|           |         |                      |              |          |
|           |         |                      |              |          |
|           |         |                      |              |          |

\*\*Please ensure that the shares total 1.

If spouse/partner has children from a previous relationship, is it preferred that they benefit equally also?  Yes  No

In the event of anyone mentioned in Section 9 pre-deceasing you, do you wish that the beneficiaries share go to their children?  Yes  No  Not applicable

If 'Yes', at what age?

## SECTION 10 — The ultimate gift over clause

| Full Name | Address | Relationship to whom | Share ** |
|-----------|---------|----------------------|----------|
|           |         |                      |          |
|           |         |                      |          |
|           |         |                      |          |

\*\*Please ensure that the shares total 1.

## SECTION 11 — Funeral wishes

Do you wish to make any funeral directions in your Will?

Yes

No

### If Yes

Do you wish:

Client

Spouse/Partner

to be buried

to be cremated

to donate your body for the treatment of others

to donate your body for medical education or research

Please advise whether any property is owned outside the UK

Yes

No

If Yes please state what country/countries

Do you have a Will in that country?

Yes

No

### Additional services required (please tick options required)

#### Estate Protection Wills

Discretionary nil rate band trust\*

(Where it is envisaged that the IOU loan/charge option will be required, the property must be owned as tenants in common)

Lifetime interest in a property\*

Disabled beneficiary trust\*

#### Other services

Severance of joint tenancy

Please state if this is for a property other than a residence

Lasting power of attorney

Tick if registration is required

General power of attorney

Advanced directive

(Please note additional charges apply for each of these options. Please refer to our pricelist for details.)

\*Please note that these are advanced estate planning strategies and will only be effective in certain cases.

### Storing your will

Independent storage of your Will is very important. We recommend that for security and peace of mind you make use of the storage facilities available through Will Drafting Services.

Will Drafting Services uses its own storage company, Store Safe, to ensure safe storage of your Will. Once your Will is stored with us we will provide you with a Certificate of Deposit detailing your unique reference number. To retrieve your Will you need to telephone our office and provide proof of identity and we will post your Will to you. Upon your death, your Executors can contact us for retrieval, providing proof of identity and a copy of the death certificate.

Storing your Will(s) with Store Safe entitles you to re-write your Will(s) as many times as you like for no extra cost allowing you to keep your Will(s) up-to-date. Upgraded Wills are charged for the upgrade.

#### IMPORTANT NOTE

The Executors need to be kept informed of the whereabouts of the Will.

Will Drafting Services storage facility simplifies this and all they need to tell them is the unique reference number provided upon completion.

If you keep your Will at home you run the risk of fire, flood or theft destroying your Will. More importantly, a person who would be better off if there was no Will may be the first to find it and might destroy it.

The cost of storage is £10 per annum per person.

We offer document storage for all your needs, please feel free to ask for a quotation.



**Will Drafting Services Agreement**

This questionnaire remains the property of Will Drafting Services at all times.

To be signed by you:

Please delete as appropriate

- 1. I/we understand that Will Drafting Services will draft my/our Will(s) solely from the information I/we have provided in this questionnaire.
- 2. I/we confirm that it is an accurate record of my/our testamentary wishes.
- 3. I/we understand that my/our Will(s) and other documents are not legally valid until they are signed correctly and I/we undertake to sign all completed documents with suitable witnesses according to the printed instructions which will be returned with my documents.
- 4. I/we understand that Estate Protection Trust Wills offer advanced strategies using my Will. The benefits include tax planning, estate protection from social events and local authority care costs. None of these are guaranteed, but do offer an opportunity to ringfence sections of my/our estate.
- 5. I/we accept the Terms of Business and agree to abide by them and to be bound by them.

|                          |            |  |
|--------------------------|------------|--|
| Signed                   | Print Name | Date   |
|                          |            |  |
| Signed                   | Print Name | Date   |
|                          |            |  |
| Signed                   | Date       | Will Drafting Services, Hill House<br>189 Boughton Green Road<br>Kingsthorpe, Northampton<br>NN2 7AF |
| On behalf of the company |            |  |

**CREDIT/DEBIT CARD PAYMENTS ONLY**

*Authority for payment of fees*

To pay the amount due by credit or debit card, please complete the authority below.  
I wish to pay the amount due to Will Drafting Services by:

*Mastercard / Visa / Delta / Switch* (Please delete as appropriate)

I authorise you to debit my account with the total payment of   £

Card no.

Issue no.    Valid from date    Expiry date of card

(Switch only)

Security code    Name as shown on card

Signature    Date

## Assets & Liabilities

| <b>Assets</b>                        | <b>Mr</b> | <b>Mrs</b> | <b>Joint</b> |
|--------------------------------------|-----------|------------|--------------|
|                                      | <b>£</b>  | <b>£</b>   | <b>£</b>     |
| Details                              |           |            |              |
| Land & Property                      |           |            |              |
| Furniture                            |           |            |              |
| Personal Effects                     |           |            |              |
| Motor Cars/bikes etc.                |           |            |              |
| Bank Accounts                        |           |            |              |
| Building Society Accounts            |           |            |              |
| National Savings                     |           |            |              |
| Stocks & Shares                      |           |            |              |
| Personal Equity Plans                |           |            |              |
| Tessas                               |           |            |              |
| ISAs                                 |           |            |              |
| Life Assurance                       |           |            |              |
| Pension Benefits                     |           |            |              |
| Interests in another estate or Trust |           |            |              |
| Cash                                 |           |            |              |
| Other Assets                         |           |            |              |
|                                      |           |            |              |
| <b>TOTAL</b>                         |           |            |              |
|                                      |           |            |              |
| <b>Liabilities</b>                   |           |            |              |
|                                      |           |            |              |
| Details                              |           |            |              |
| Mortgage Outstanding                 |           |            |              |
| Bank Overdrafts                      |           |            |              |
| Credit Cards                         |           |            |              |
| Loans                                |           |            |              |
| Other Liabilities                    |           |            |              |
|                                      |           |            |              |
| <b>TOTAL</b>                         |           |            |              |
|                                      |           |            |              |
| <b>NET Assets/Liabilities</b>        |           |            |              |



## Pre Contractual Information

This information sheet is provided by Will Drafting Services, whose registered office is Hill House, 189 Boughton Green Road, Kingsthorpe, Northampton NN2 7AF. Tel 0845 260 2670

Will Drafting Services is a full member of the Society of Will Writers and adheres to its Code of Practice, a copy of which is available upon request from the above address or online at [www.willdraftingservices.co.uk](http://www.willdraftingservices.co.uk).

Our current list of services include;

- Will drafting
- Powers of attorney
- Document storage
- Advance directives ( living wills)
- Severance of tenancy ( amending style of property ownership )

In addition to this we provide services from a range of companies to give access to;

- Prepaid funeral plans
- Lifetime trusts
- Probate & executor services

Our prices are subject to amendment if more detailed work is required. However, this will be agreed upon before commencing any extra work.

We insist on being paid in advance for our work but offer a 100% unconditional guaranteed refund if you are unhappy with the service we provide. If all documents prepared by us are returned, a refund will take place within 3 working days by cheque by first class post. A full set of our complaints procedure is available at [www.willdraftingservices.co.uk](http://www.willdraftingservices.co.uk).

We do not charge for credit card/debit card payments.

If we receive instructions for work that is beyond our competence we will contact you to advise this and offer a solution for drafting through a more suitable company. You will still be able to withdraw your instructions without charge at this stage.

We promise to prepare a draft from your completed instructions within 5 working days. However, if we request additional information or clarification of your instructions, this time frame will not start until that request is met.

Our current storage facilities allow you to store your Will or other related documents, such as Lasting Powers of Attorney, Property Deeds or Declarations of Severance. By using our storage facility you qualify for free rewrites of your Will. This is limited to 3 times per annum.

# Eazipay Ltd re Store Safe



Please fill in the whole form using a ball point pen.

|  |
|--|
| Eazipay Ltd re Store Safe<br>Hill House<br>189 Boughton Green Road<br>Northampton<br>NN2 7AF |
|--|

Name(s) of Account Holder(s)

|  |
|--|
|  |
|  |

Bank/Building Society account number

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

Branch Sort Code

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Name and full postal address of your Bank or Building Society

|                 |                       |
|-----------------|-----------------------|
| To: The Manager | Bank/Building Society |
| Address         |                       |
|                 |                       |
| Postcode        |                       |

Reference

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

## Instruction to your Bank or Building Society to pay by Direct Debit

Service User Number

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 6 | 9 | 5 | 2 | 6 | 8 |
|---|---|---|---|---|---|

FOR Eazipay Ltd re Store Safe OFFICIAL USE ONLY  
This is not part of the instruction to your Bank or Building Society.

## Instruction to your Bank or Building Society

Please pay Eazipay Ltd re Store Safe Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Eazipay Ltd re Store Safe and if so, debits will be passed electronically to my Bank/Building Society.

Signature(s)

|  |
|--|
|  |
|  |

Date

|  |
|--|
|  |
|--|

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.



This guarantee should be detached and retained by the Payer.

### Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Eazipay Ltd re Store Safe will notify you 5 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Eazipay Ltd re Store Safe or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



## Notice Of The Right To Cancel

You have the right to cancel this contract within the cancellation period.

You have the right to cancel the contract if you wish and that right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to us at anytime within the period of seven days starting from the day of receipt of this written notice of your right to cancel the contract.

Cancellation is deemed to be served as soon as it is posted or sent to us or in the case of an electronic communication from the day it is sent to us.

If you make a written request for work to commence before the seven day cancellation period expires, and you subsequently cancel in accordance with your rights, reasonable payment may be due for any work already carried out.

You can use this form to cancel your contract by signing it and forwarding it to;

Will Drafting Services  
Hill House  
189 Boughton Green Road  
Kingsthorpe  
Northampton  
NN2 7AF

or by email to [tracey@willdraftingservices.co.uk](mailto:tracey@willdraftingservices.co.uk)

## Cancellation Form

I/We hereby give notice that I/we wish to cancel my/our contract for drafting my/our Will/s and related products.

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

|  |
|--|
|  |
|--|

|  |
|--|
|  |
|--|



**Will Drafting Services  
Hill House  
189 Boughton Green Road  
Kingsthorpe  
Northampton  
NN2 7AF**

*This address is designed  
to be visible in an A4  
window envelope*



Services we offer:

Wills

Estate Protection Trust Wills

Severance of Tenancy

Powers of Attorney

Prepaid Funeral Plans

Probate & Executor Services

Storage of Wills and Other Valuable Documents

Lifetime Trusts

Free Re-writes Available

Advanced Directives

**Tel:** 01604 903767

**Email:** [tracey@willdraftingservices.co.uk](mailto:tracey@willdraftingservices.co.uk)

**Web:** [www.willdraftingservices.co.uk](http://www.willdraftingservices.co.uk)

VAT Registered No. 141 9413 27

Will Drafting Services is registered in accordance with the Data Protection Act 1984.

*Will  
Drafting  
Services*