



CunningtonsLLP
solicitors since 1748

Basic Will Questionnaire

This single form can be used by couples who want to make identical (mirror) Wills



Guidance notes for completing the questionnaire

(Please read through carefully before completing questionnaire)

Executors

We recommend you to appoint at least two Executors with a maximum of four. An Executor will ensure that your wishes contained in your Will are carried out. It is usual for your spouse or next of kin (who is usually the main beneficiary) to be appointed as the first Executor. The remaining Executors can if you wish be your professional advisor i.e. your Solicitor (who will be dealing with your estate) or someone else such as friends, business acquaintances or relatives. Before appointing an Executor you may like to discuss the matter with the person or persons involved to ensure that they are willing to be named as an Executor in your Will although this is not essential and as the Will is personal to you and you might not wish to disclose details to an Executor/Beneficiary. If you appoint someone other than your solicitor and they refuse to carry out the duties after your death then problems could arise. Professional Executors will charge for acting. Currently our charges are as follow

The hourly charging rate of Probate Department Personnel is as follows:-

Partner:	£225.00 per hour
Chartered Legal Executive:	£225.00 per hour
Associate Solicitor/Legal Executive:	£210.00 per hour
Assistant Solicitor:	£195.00 per hour
Trainee Solicitor/Legal Assistant:	£180.00 per hour
Paralegal:	£180.00 per hour

All of the Solicitors' fees are exclusive of VAT which is chargeable at the rate prevailing from time to time. VAT is currently charged @ 20%.

The hourly charging rates are subject to periodic reviews.

Further, in accordance with the Solicitor's Non-Contentious Costs Guidelines October 2007, where the Solicitors are being instructed by lay Executors, there will also be a value factor charge of only 0.5% of the value of any residence included in the Estate and 1% of the balance of the gross value of the Estate.

If the Solicitors are acting as professional Executors then the value factor charge will be 0.75% of the value of any residence and 1.5% of the balance of the gross value of the Estate.

Guardians

If you have children under the age of 18 it will be necessary to appoint one or more Guardians to care for them until they come of age. The Guardian can if you wish be the same person as the Executor, or whoever you wish. It is, of course, essential that you discuss your wishes with the proposed Guardian(s) to ensure that they are prepared to take on the responsibility involved.

Legacies & Gifts

If you wish to give a sum of money or a gift (such as jewellery, personal belongings etc) please state the amount or give a precise description of the article(s) and the full name and address of the Beneficiary.

Business Interests And Inheritance Tax

Business interests are somewhat complicated and should be discussed in detail with either a partner or a senior member of staff who will be happy to speak to you regarding costs. With regard to Inheritance Tax, an Estate is not subject to Inheritance Tax if it is within the Nil Rate Band (currently £325,000.00). The Nil Rate Band is the amount of the Estate on which there is no Inheritance Tax to pay. Transfers between spouses are generally free of Inheritance Tax. The new rules allow a surviving spouse to rollover any Nil Rate Band that their spouse did not use against their Estate in addition to their own Nil Rate Band. Once the Nil Rate Band has been used, Inheritance Tax is charged at 40%, These rates are subject to Government changes. Please ask if you require more advice in this respect.

If you are concerned to protect your estate against inheritance tax and potential care home fees, and particularly if your estate including your property is worth more than £650,000 for a married couple or £325,000 for a single person, then the basic Will service offered by this questionnaire may not be suitable for you. In such circumstances please contact us for further advice.



Existing Wills & Foreign Wills

You may have already made a Will which may just need revising and if this is the case please let us have this. We strongly advise that any existing Will is reviewed by us to ensure it meets with your present wishes and current legislation. Also, any Will that Cunningtons prepares for you deals only with your assets in England and Wales. You will need to take advice from a foreign solicitor to deal with assets in other jurisdictions.

Our Liability To You

The solicitors maintain compulsory professional indemnity insurance and supplementary insurance with Endurance Worldwide Insurance Limited and Axis Speciality Europe SE for a total cover for three million pounds sterling and top up insurance for two million pounds sterling totalling five million pounds per claim. To the extent permitted by the law the solicitors total liability to the client in connection with any matter (or series of related matters) will be limited to three million pounds sterling such sum being the limit of the compulsory layer of the solicitors professional indemnity insurance. Liability for any consequential or indirect loss whether or not to might have been foreseeable at the commencement of the matter is excluded.

We shall not be liable to you in relation to the failure of any bank in which client monies are deposited or in respect of any failure by our bank to remit moneys to a third party in your transaction sent in good time by us to complete a transaction by a particular contractual cut off time.

Where we are acting for more than one person, the limit of liability will be allocated among you. Our liability to you shall also be limited to that proportion of the loss or damage (including interest and costs) suffered by you and which is ordered against us by a court of competent jurisdiction after taking into account the contribution to the relevant loss and damage of any other person responsible and/or liable to you for loss or damage.

In signing our retainer documents you accept that we are a limited liability partnership ("LLP") and, as such, we have an interest in limiting the personal liability and exposure to litigation of our members and employees. You therefore also agree that, should you need to make a claim (whether in contract, tort or otherwise) against us in relation to any piece of work we undertake on your behalf, you will not bring any claim personally against any individual employee or member, but will only make any claim against us.

Under the principle of force majeure we shall bear no liability for loss, damage, delay howsoever arising caused by circumstances outside our control of whatsoever kind.

Our total liability to you is limited to the maximum amount of our professional indemnity insurance policy unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability for death or personal injury caused by our negligence.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

Please ask if you would like us to explain any of the terms above.

Charges

Our charges are set out on page 13. VAT is charged @ 20%.



(Please answer the questions where appropriate and print replies).
You should refer to the attached Guidance Notes and terms of retainer.

1. Surname: Title (Mr/Mrs/Miss/Ms)(other)

Forenames: (please state ALL names)

Are you known by any other names? If so please state:

2. Address:

Post Code:

3. Telephone Number (Please circle best one):

Home:

Work:

Mobile:

4. Email address:

5. Your main occupation:

6. Full Name of Husband/Wife/Civil Partner/Partner:

7. Are you married or have you entered into a Civil Partnership?

(Yes)

(No)

☐☐

8. If you are divorced, have had a Civil Partnership dissolved, or are separated or are contemplating marriage, then please telephone for further advice.

9. Are you blind or partially sighted or has someone helped you complete this form? (Yes)

(No)

☐☐

If Yes, the name and address of the person who has helped you fill in this form should be stated here, if applicable

10. Do you currently have a will?

(Yes)

(No)

☐☐

If Yes, please send a copy of your current will.



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11. If you own a property with another person, then depending on the type of ownership (known as joint tenancy or tenants in common) it may automatically pass to the survivor of the first co-owner to die and NOT PASS UNDER YOUR WILL. If you require further advice in this respect, please telephone us. THIS IS IMPORTANT.

Do you own your property jointly? If so do you own as: Joint Tenants

☐

Tenants in common

☐

Don't know

☐

12. Do you own property in any country other than England and Wales?

(Yes)

☐

(No)

☐

Please state which country/countries:

Please send a copy of any foreign Wills.

13. Many clients find comfort in appointing a professional either alone or with a relative but this is not a legal requirement.

Do you wish to appoint your HUSBAND / WIFE / CIVIL PARTNER / PARTNER and the Solicitors as professional co-executors?

(Yes)

☐

(No)

☐

14. If you do not wish to appoint the Solicitors (in addition to your husband, wife, etc), then we recommend that you appoint two other people to be Executors, one of whom could be your husband / wife / civil partner / partner. Please state below the full names and addresses of at least two other persons to be Executors.

Name:

Address:

Name:

Address:

15. If you have children under the age of 18 years, then we recommend you appoint two adult Guardians in case there are no surviving parents. Please state the Guardians full names and addresses and their relationship to the children (if any).

Name:

Relationship:

Address:

Name:

Relationship:

Address:



16. WHO DO YOU WANT YOUR ESTATE TO GO TO?

16.1 The whole estate to your HUSBAND / WIFE / CIVIL PARTNER / PARTNER? (Yes) (No) (N/A)
☐ ☐ ☐

16.2 If you both die together or in very quick succession, would you want everything to go to your children? (Yes) (No) (N/A)
☐ ☐ ☐

Your children. (Please name ALL children including those you do not wish to include under the terms of your Will).

Full name	Date of Birth	Share you would like them to receive	Age you would like them to receive it (please circle)
(a)			18 / 21 / 25
(b)			18 / 21 / 25
(c)			18 / 21 / 25
(d)			18 / 21 / 25

16.3 If one or more of your children die before you leaving children of their own, would you like their share of your estate that they would have inherited to pass to their children (your grandchildren)? (Yes) (No)
☐ ☐

16.4 Please provide the addresses for the children listed above:

(a)
(b)
(c)
(d)

16.5 If you do not have any children at present or may have additional children in the future please indicate if you want to cater for children you may have in the future. (Yes) (No)
☐ ☐

16.6 Who would you want to receive your estate if you both die or die in very quick succession and there are no surviving children or grandchildren? Please state here the FULL names and addresses. If they are not to share the estate equally, then please state the percentage each is to receive. (Remember it must add up to 100 %). Please add a continuation sheet if necessary.

Name:	Percentage to receive:
Address:	
Name:	Percentage to receive:
Address:	



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17. Gifts & Legacies

Would you like to leave anyone a specific gift or amount of money? If you so please state here the name and address of the recipient together with the amount or item you would like them to received

Name:

Address:

Gift:

Name:

Address:

Gift:

Name:

Address:

Gift:

Name:

Address:

Gift:



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18. Please state what you would like to happen to your body:

18.1 Burial.

(Yes)

☐

(No)

☐

18.2 Cremation.

(Yes)

☐

(No)

☐

18.3 Donated to medical research.

(Yes)

☐

(No)

☐

19. Do you have any health problems or other reasons that exist as a result of which it is necessary for your Will to be completed as a matter of urgency?

(Yes)

☐

(No)

☐

20. (a) Do you want a single Will for yourself?

(Yes)

☐

(No)

☐

or

(b) A mirror Will (two Wills with similar terms) for yourself and your spouse/partner?

(Yes)

☐

(No)

☐

This questionnaire is intended to enable us to prepare a simple basic Will, but there may be other matters that you require advice and help on. If this is the case, then you should telephone Miss Bryony Wilmshurst Probate Solicitor on 01376 567280 to discuss them. Please note if detailed advice relating to tax or if complicated provisions are required then it will be necessary to discuss with you the likely additional costs.

21. Any other information that you consider relevant:



22. Next Steps

Once you are ready to proceed return the completed and signed instruction and payment to:
Cunningtons (for the attention of Miss Bryony Wilmshurst), Great Square, Braintree, Essex CM7 1UD
Tel: 01376 567280.
For payment methods see page 13.

23. Identification

Have you already provided us with your identification as part of another transaction?

(Yes)

(No)

☐☐

If yes please advise of your reference number:

If no please ensure you provide the originals or have solicitors certified copies of at least one item from box one and at least one item from box two and if applicable any of the items from box three which exist or have existed for each person instructing us.

Box 1 (Items of basic personal identification which must contain your name, signature, and photograph)

Enclose ONE item from this section Tick if enclosed

Current valid passport No:	Expiry date:	
Driving Licence (photo version with Counterpart type only) No:		
Expiry date:		
Employer Identity Card for:	(Company)	
Police or Security Forces identity card No:		
Any other item showing your name, photograph, and signature (insert details):		
A photograph signed by you certified by your Doctor or Dentist confirming that the photograph bears your signature and that it is a true likeness of you. Your Doctor/Dentist must sign and print their name, address and telephone number e.g. the Doctor's/Dentist's stamp or headed notepaper.		

Cunningtons are looking to try and help protect our clients by employing the latest electronic ID verification checks. Please therefore note that you can now opt to receive an email from a company called Credas with whom we have linked, with an invitation to download their app. If you would prefer this route then please let me know as soon as possible and I will arrange to send you the relevant email invitation. Please check your junk folder as well as your inbox if not received within 24 hours of instructing us. If you have still not received the email invitation then please contact me. The email will contain a link to download their app from either the App Store or Google Play. Once downloaded, you will be given a code to verify you as the correct user, and the app will take you through four stages, which will require you to have your photo ID to hand, and it will access your phone's camera as you will need to take a live photo as part of the process. Once completed, you should then complete the Proof of Identification form and return it with a copy of the photo ID used to verify your ID via the app, along with two items of proof of address.

You have a choice to undertake online verification with the Credas App and send copy ID document used on the App, or to send original or solicitor certified copy documents (photo ID to be certified as a true copy of the document, AND a true likeness of you). Please indicate below. If you want your identity documents returned **OTHER THAN** by ordinary first class post, then you need to do complete section (b) or (c) below.

Complete this section if you want your original identity documents returned OTHER THAN by ordinary first class post.



Box 2 (Items linking your name to your current address)

Enclose ONE item from this section Tick if enclosed

Recent utility bill (not more than 3 months old) NOT mobile phone bill	<input type="checkbox"/>
Recent Council Tax bill, Rent Card/Statement	<input type="checkbox"/>
Driving Licence with Counterpart (but not if used as evidence in Box 1 above)	<input type="checkbox"/>
No: _____ Expiry date: _____	<input type="checkbox"/>
Mortgage statement (not more than 3 months old)	<input type="checkbox"/>
Bank or credit card statement (not more than 3 months old)	<input type="checkbox"/>
Other (NOT mobile phone bill) (insert details): _____	<input type="checkbox"/>

Box 3 (Items to evidence actual names and to explain changes in name to current name)

Enclose ONLY if applicable Tick if enclosed

For female clients Original marriage certificate (to explain changes in name or if married within last 5 years). If you are unable to provide this a letter explaining why not should be sent giving date and place of marriage and maiden name where applicable	<input type="checkbox"/>
Original Change of Name Deed/Statutory Declaration (to explain changes in name)	<input type="checkbox"/>
Original Decree Absolute (to explain changes in name)	<input type="checkbox"/>

We cannot accept responsibility for the loss of postal items, by the Post Office, if you want original documents returned other than by ordinary first class post then please choose one of the following options:

Either

- (a) Please send the Credas App link to the following email address - I acknowledge the cost of £17.50 plus VAT per verification

Email Address: _____

OR

You only need to select either (b) or (c) below. Only if you select (c) will you then need to choose one of the relevant payment methods below. Only one envelope/payment will be required in the case of joint clients where another Completed Proof of ID Form is being sent to us at the same time.

- (b) I enclose an appropriately completed and stamped pre-paid envelope for the form of postal method I require e.g Special Delivery, Recorded Delivery, Registered Post (these are available from your local Post Office) ☐

OR

- (c) I request that you (Cunningtons) arrange a UK Special Delivery return of my documents ☐

For which you MUST select and tick either (i) or (ii) otherwise your ID will be returned by ordinary first class post at your risk

- (i) I enclose cheque for £21.00 payable to Cunningtons LLP to cover your fees and postage costs for dealing with this ☐

OR

- (ii) I would like you to email me a link to pay by debit card ☐



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24. We have not met with you so the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this matter. This means you have the right to cancel your instructions with us within 14 working days of receiving this letter. You can cancel your instructions by contacting us by post or by fax to this office. Once we have started work on your file you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next 14 days please tick the box marked "commence work now" below.

I wish you to commence work now:

☐

Please tick box if you wish to waive your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

25. LLP Information

As from the 1st April 2015 the business of Cunningtons has been transferred to Cunningtons LLP, a Limited Liability Partnership registered in England and Wales under Registered Office number OC395326. Our registered office is Great Square, Braintree, Essex, CM7 1UD. The name Cunningtons is being retained as a trading name of Cunningtons LLP.

We are registered for VAT purposes and our VAT number is 102 4554 14.

The member(s) of the LLP are referred to throughout the Terms and Conditions as "partner(s)". We will continue to use the title "partner(s)" to describe our designated member(s) but the use of this title should not be seen as denoting that we are a partnership.

We are authorised and regulated by the Solicitors Regulation Authority (SRA) of England and Wales SRA ID number 619821. Our professional rules can be read on the SRA website at www.sra.org.uk/solicitorshandbook/content.

These Terms and Conditions of Business and our initial client care letter/retainer will together set out the basis on which our services are provided and the basis upon which our fees are charged.

These Terms and Conditions will also apply to any future business you may have with our firm unless or until you sign further Terms and Conditions of Business or we inform you of any amendments in writing via our website at www.cunningtons.co.uk.

26. Client Care

Bryony Wilmshurst is a Wills and Probate Solicitor and Partner of the firm, it is her aim to offer you a friendly, efficient and straightforward service. **Katrina Sharman** is a Solicitor and **Partner** of the firm and is also the Principal responsible for the overall supervision of your matter, but Bryony Wilmshurst will be handling the day-to-day work on the file with the support staff in the Probate Department. This includes Trainee Solicitors (all of whom are Law graduates) and other support staff allocated to the department from time to time. All enquiries regarding the progress of your matter should be directed to this department.

As stated above, we aim to offer you a service with which you will be satisfied. If, however, you become concerned about an aspect of the matter then please do not hesitate to speak to Bryony Wilmshurst and if she cannot resolve your concerns, then you should contact our client relations partner, **Jason Bradshaw**, or if he is not available then to our deputy client relations partner, **Mark Taylor**.



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We will be in contact with you within seven days of us receiving your Will Questionnaire. If you have not heard from us within seven days please contact us immediately as we may not have received your Will Questionnaire and will not be acting on your instructions.

Data Protection Privacy Notice

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. You also have certain other rights in respect of how we use your data and what we are allowed to keep.

You can view our full privacy policy, which includes details of your rights, by visiting our website: www.cunningtons.co.uk

We have appointed the following person as our representative for the purposes of the Data Protection Act: dpo@cunningtons.co.uk. If you require a hard copy of this privacy policy, or require it in any particular format, please contact Mark Taylor on 01376 326868 or write to Mark Taylor at Great Square Braintree Essex CM7 1UD and we will send it to you.

It is important that you understand our full policy, so please take the time to read it before agreeing to it.



Data Protection in Respect of Money Laundering Checks

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

Subject to certain circumstances, your main rights are:-

- A right of access to the personal data being processed about you and why;
- A right to rectification of inaccurate personal data;
- A right to erasure of personal data, if it is no longer necessary to retain;
- A right to restrict processing of your personal data;
- A right to ask for your personal data to be transferred to a different data controller;
- A right to object to the processing of your personal data; and
- A right not to be subjected solely to automated decision making or profiling.

27. Payment

£300 + VAT for a single Will

£500 + VAT for two "mirror" Wills

Life Interest Trust Wills:

£500 + VAT for a single Will

£850 + VAT for two "mirror" Wills

£150 + VAT for severance of joint tenancy

PLUS (if you want your ID returned by Special Delivery)

£17.50 + VAT to cover fees and postage costs for arranging UK Special

Delivery Payment can be made by:

- (a) Bank Transfer (RBS | Sort Code -16-16-31 | Account Number - 10041477 | Ref - Will-[YOUR SURNAME])
- (b) Debit Card via an email payment link (please call us on 01376 567280 and we will issue)
- (c) Cash (at any of our branches)
- (d) Cheque (made payable to **Cunningtons LLP**)

TOTAL : £ + VAT



Whilst we will observe all required formalities to ensure that your will is valid, this does not stop someone seeking to challenge it in the future, whether or not they are correct to do so. In a case where there is a challenge to the validity of the will, it is important to provide evidence at an early stage to resolve the point, rather than becoming engaged in a dispute which can become costly. The evidence is the file which we make when you prepare your will. Guidance has been produced by the Law Society about how to respond to requests for such evidence from someone seeking to challenge the validity of a will. By signing these terms and conditions, you are supplying us with your express authority to disclose your will file in the event that there is a challenge to the validity of it in circumstances when we consider it appropriate to do so.

28. All instructing parties should all sign below:

Signed (1):

Dated:

Signed (2):

Dated:

Lasting Powers Of Attorney

As you are thinking about making a Will, have you also thought about who will make decisions for you if you are unable to do so yourself before you die, eg because of Alzheimers Disease.

Anyone over the age of 18 with the capacity to do so can make a Lasting Power of Attorney appointing one or more attorneys to act on their behalf in respect of their Property and Affairs and their Personal Welfare.

Do not leave it until it is too late.

Please tick if you would like further information or call for advice and return with your Will Questionnaire.

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