

## WILL QUESTIONNAIRE

Please complete and return to us by email, post or fax. Please refer to the Glossary of Terms used in Wills when completing this Questionnaire

<b>1. CLIENT CONTACT DETAILS</b>			
Full Name			
Alias or professional name, if any. Are any assets held in this alternative name? Please specify.			
Address			
Postcode			
Email			
Tel. No. (day)		Tel. No. (eve)	
Date of Birth			
Occupation			
Marital Status	Single / Widowed/Married/Divorced/Co-habitee (please delete as appropriate)		
<b>2. EXISTING WILL</b>			
Do you have an existing Will?	Yes / No		
If yes, you should arrange for it to be destroyed following completion of your new Will			
<b>3. SPOUSE/PARTNER (If you require a Single Will, please do not complete this section)</b>			
Full Name			
Address (if different)			
Postcode			
Date of Birth			
Occupation			
Marital Status	Single / Widowed/Married/Divorced/Co-habitee (please delete as appropriate)		
Existing Will?	Yes / No		
<b>4. PROPERTY TO BE COVERED BY THIS WILL</b>			
Worldwide			
UK Only			
Other			
<b>5. DOMICILE</b>			
England & Wales			
If you do not regard England & Wales as your home, please specify:			
<b>6. DISPOSAL OF BODY – SPECIAL DIRECTIONS (only include if you have special wishes)</b>			
Burial			
Cremation			
Donation for Medical Research			

Other

## 7. CHOICE OF EXECUTORS

<i>Please provide:</i>	<i>Full Name</i>	<i>Address</i>	<i>Relationship to You</i>
Professional	Callaghans		Y/N
Other 1			
Other 2			
Other 3			
Substitute			

NB. Two will be required if (1) there are potentially minor beneficiaries or a trust is to be created under the Will and/or (2) you own a property.

Gift to Executor for acting? Y/N – if Yes include in Section 12 below

## 8. CHILDREN

<i>Please provide: Full Name</i>	<i>Address</i>	<i>Date of Birth</i>	<i>Status*</i>
1.			
2.			
3.			
4.			
5.			
6.			

\* Natural, Illegitimate, Adopted, Mentally Handicapped, Stepchild

## 9. GRANDCHILDREN

<i>Please provide: Full Name</i>	<i>Address</i>	<i>Date of Birth</i>	<i>Name of Parent</i>
1.			
2.			
3.			
4.			
5.			
6.			

## 10. GUARDIANS OF INFANT CHILDREN

<i>Please provide: Full Name of Guardian</i>	<i>Address</i>	<i>Date of Birth</i>
1.		
2.		
3.		

Is there another parent who will have parental responsibility? Y/N	Name:
In cases of non-marriage/divorce/separation;	
(a) Who has "parental responsibility" for the child?	
(b) Who has the benefit of a "residence order"?	
(c) Is the other parent still alive?	

## 11. INHERITANCE (PROVISION FOR FAMILY AND DEPENDANTS) ACT CLAIMS

Do you have any of the following for whom it is intended to make no provision in your Will?	
(a) Spouse or Civil Partner?	
(b) A former spouse or civil partner who has not remarried?	
(c) A person (other than a former spouse or civil partner) who lived with you as husband/wife within the last two years?	
(d) A child?	
(e) A child of the family treated as such by you in relation to your marriage?	
(f) Any other person who is being currently maintained, wholly or partly, by you?	

## 12. LEGACIES

It is necessary to clarify the following points in relation to each legacy:

- (i) Where any property is to be given as a specific legacy and is subject to a mortgage or charge, is the gift to be free from or subject to the repayment of this expense? If it is free from charge then from where is the liability to be met?
- (ii) Do you wish to delay payment to a legatee until they reach 18 (or later)?

### (a) Cash Legacies

	<i>Amount</i>	<i>Full Name and Address of Legatee</i>	<i>Free/Subject to Tax</i>	<i>Age if under 18</i>	<i>Absolute/Conditional on age 18/21/25</i>
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					

### (b) Specific (i.e. non-cash) Legacies

- (i) If the gift is of personal possessions do you wish instead to make these over to the Executors or other named persons to distribute in accordance with a non-binding letter of wishes (useful for jewellery or small personal items).

Do you wish to leave a letter of wishes as set out above Y / N

If No, please complete the section below to identify your legatees.

	<i>Amount</i>	<i>Full Name and Address of Legatee</i>	<i>Item</i>
(i)			
(ii)			
(iii)			
(iv)			
(v)			

## (c) Charitable Legacies

	<i>Amount</i>	<i>Full Name and Address of Legatee</i>	<i>Charity No (if known)</i>
(i)			
(ii)			
(iii)			

## 13. RESIDUE

	<i>Amount/ Proportion</i>	<i>Full Name and Address of Beneficiary</i>	<i>Relationship to Client</i>	<i>Age if under 18</i>	<i>Absolute/Conditional on age 18/21/25</i>
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					

## 14. DEFAULT RESIDUE BENEFICIARIES

	<i>Amount/ Proportion</i>	<i>Full Name and Address of Beneficiary</i>	<i>Relationship to Client</i>	<i>Age if under 18</i>	<i>Absolute/Conditional on age 18/21/25</i>
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					

## 15. FOREIGN PROPERTY (the Will we draw up for you will exclude any foreign property)

Type	Location	Value	Is there a Foreign Will?

## 16. ABOUT YOUR ASSETS

We need to understand the size and content of your estate/possessions as this is important when drafting a Will.

	Value for you	Value for your Spouse/Partner	Value jointly owned with Spouse/Partner	Value jointly owned with someone else
Your property				
Any other property				
Bank/building society accounts (inc. cash ISAs)				
Investment portfolio (inc. investment ISAs)				
NS&I investments (inc Premium Bonds)				
Life Insurance/ Assurance policy				
Pension (not provided by the State)				
Business or agricultural assets				
Foreign assets (inc. bank accounts)				
Royalties, trademarks, patents				
Including the home(s) mentioned above, if any, please estimate the total value of your estate (£):			£	

**17. ADDITIONAL INFORMATION**

Please set out any other information which may be relevant

**FOR OFFICE USE ONLY:**

Date received instructions:

Fee earner:

Date draft required (specify reason for urgency):

Checked by:

Does execution of new Will require supervision:

Yes / No

## GIVING YOUR CONSENT

### TERMS AND CONDITIONS

#### These are Callaghans Terms and Conditions and only apply to this Will Writing Service

1. 'We' and 'Us' means Callaghans Solicitors. 'You' means an individual who contracts with us for the writing of a Will ('your Will')
2. The Will Writing Service will be referred to as 'the Service'. The Service is administered and provided by us and we are responsible for preparing your Will under the Service.
3. We are regulated by the Solicitors Regulation Authority in England and Wales Number 71212 ([www.sra.org.uk](http://www.sra.org.uk)). You can obtain a copy of the Code of Practice from the SRA. Where you are domiciled or your assets are situated outside England and Wales and your instructions are complex it may be necessary for us to engage third parties in respect of some aspects of the Service. Where we do so we will instruct reputable third parties who comply with local regulatory requirements.
4. The information requested from you in the Will questionnaire is required for the purpose of preparing your Will and to ensure that it reflects your wishes. It is extremely important that you ensure that all information you provide to us is accurate and complete. If any of the information is not accurate and/or complete then it may affect the validity of your Will and/or the disposal of your estate under it may not be correct.
5. By completing the questions which form part of the Will questionnaire and answering any additional telephone questions, you confirm that you are not subject to coercion or undue influence and have sufficient mental capacity to make and execute a Will and have not been influenced by anyone in answering the questions.
6. Please note that your Will is drafted under and in accordance with the laws of England and Wales in force at the date of preparation of your Will. We are unable to assist you if you would like your Will to be governed by the law of another country or if you would like it to be governed by religious laws.
7. Your Will (or the accompanying documentation) will contain guidance notes on when a new will is needed. Please read these carefully. If you do not have a new will drafted in accordance with these guidance notes then it may affect the validity of your Will and/or the disposal of your estate under it may not be correct.
8. Changes in Inheritance Tax legislation may also affect the tax efficiency of your Will. Please note that we will not be obliged to contact you if there are any changes in the UK Inheritance Tax Legislation, but may choose to do so at our option. We cannot be liable to you for any losses, damages or costs (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) arising as a result of our failure to contact you in these circumstances.
9. It is essential that Wills are signed in accordance with the signing instructions which we send out with them. If your Will is not signed and witnessed correctly it may be invalid. If you do not follow our instructions in relation to the signature of your Will then we accept no responsibility for the effective execution of your Will.
10. An additional charge will be payable after your Will has been prepared if you make any alterations to your wishes that mean your Will must be redrafted. You should therefore check the Will questionnaire carefully to see that it does reflect your wishes and that nothing has been left out.
11. We reserve the right to make an additional charge if the nature of your instructions is such that time, over and above what would be considered reasonable for preparing a Will, is spent in completing your Will. You will be advised of any estimated additional charge before any work is undertaken.
12. Copyright may arise in the Will, documents or other material which we produce for you. We shall own this copyright and without our prior written agreement and payment of our invoice shall not transfer it to you.
13. Where you have instructed us to prepare a Will, you may cancel your instruction and receive a refund of the fee paid by you if you contact us within seven working days beginning on the day after we agree to prepare your Will.
14. As you will appreciate, we will not start work on your Will until either the cancellation period has expired or you have agreed to give up your right to cancel. If you give up your right to cancel we shall begin work on your Will without waiting for the cancellation period to expire. You will not be able to cancel your order once we have started work on your Will. We will ask you when we take payment whether you wish to give up your right to cancel so that we can start work on your Will.



15. These Terms and Conditions and any other terms we may agree with you are governed by English Law and any dispute relating to them shall be subject to the exclusive jurisdiction of the English Courts.
16. We accept instructions from you on the basis that our services are provided solely for your benefit and that of your beneficiaries under your Will. We do not assume any liability to any person other than you and your beneficiaries under your Will in relation to the advice we give you. Unless we indicate otherwise in writing, we assume no responsibility for or liability (including liability for fees) in relation to the acts or omissions of, or advice given by, any experts, consultants or other advisers (including legal advisers) engaged in relation to any matter connected with your instructions to us. Our advice is confidential to you and this firm shall not be responsible if you make it available to third parties. No person who is not a party to the agreement embodied in these standard terms and conditions and the relative covering letter(s) or your beneficiaries under your Will shall, in the absence of express provision to the contrary, have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, but this does not reflect any right or remedy of a third party which exists or is available other than under that Act.
17. Our Professional Indemnity Insurance is provided by Chartis Insurance UK Ltd, The Chartis Building, 58 Fenchurch Street, London EC3M 4AB. We are covered for risk worldwide. If you should require specific information relating to our Professional Indemnity Insurance this can be easily obtained from our offices upon request.
18. The normal hours of opening at our offices are between 9.00am and 5.30pm from Mondays to Thursdays and 9.00am – 5.00pm on Fridays.

**I understand that:**

- The information requested in this questionnaire is required for the purpose of preparing my Will and to ensure that my Will reflects my wishes.
- The information is being used by Callaghans Solicitors who are responsible for preparing the Will.
- If I am contemplating marriage or contemplating entering into a civil partnership, this will not be accommodated in this Will; and that I will need to draft a new Will should I get married or enter a civil partnership.

Signature	
Signature	
Date	

**MAKING PAYMENT**

You will be required to pay for your Will(s) at the same time that you submit this questionnaire.

I would like:

- ☐ A Single Will which costs £150 + VAT = £180
- ☐ Mirror Wills which costs £200 + VAT = £240
- ☐ Bespoke Service – payment on account of £180 for a Single Will or £300 for a pair of Wills

Please indicate payment method:

- ☐ I have enclosed a cheque for £  made payable to Callaghans
- ☐ I have provided my credit/debit card details below. Please £  debit from my card from my card

Card Number:

Expiry Date  (MM/YY)

Security Number  (This is the last 3 digits of the number on the back of your card)

Card holder signature:

Please return your completed questionnaire and payment to:

Callaghans  
Firlex House  
18 Firgrove Hill  
Farnham  
GU9 8LQ or

By email to: [law@callaghans.co.uk](mailto:law@callaghans.co.uk)

We recommend that you retain a copy of this questionnaire for your records.