Client Care Letter & Acknowledgement

V.19.10.26

Registered office: 11 Wakefield Drive, Welford, Northamptonshire NN6 6HN

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Dear Client,

Thank you for choosing Fern Wills & LPAs to help with your estate planning. We aim to keep the process clear, straightforward and reassuring. This letter explains who we are, how we work with you, the key information and documents available to you, and your rights.

> **Please read this carefully. It is intended to give you a clear summary of the basis on which we will work together. If anything is unclear, please ask before signing.**

1. Who we are and our professional standards

Fern Wills & LPAs is a trading name of Plan C Plus Ltd, registered in England and Wales under company number 07269170. Its registered office is 11 Wakefield Drive, Welford, Northamptonshire, NN6 6HN.

Chris Watts is a full Member of the Society of Will Writers (SWW). We adhere to the SWW Code of Practice, and a copy of that Code is available on request.

We are not regulated by the Solicitors Regulation Authority. We provide estate-planning support and document preparation in accordance with our professional standards, our Terms of Business, and your instructions.

2. Documents and information available to you

We will make available to you this Client Care Letter & Acknowledgement and the applicable Terms of Business. These and our other compliance documents are available electronically, including through the Compliance section of our website, and printed copies are available on request.

- This Client Care Letter & Acknowledgement.
- Our Terms of Business V.19.10.26, or any later version expressly made available to you before you instruct us to proceed.
- Your quotation and/or invoice confirming the agreed fees and scope of work.
- Our privacy information and how we handle your personal data.
- Our complaints procedure.
- Our evidence of identity guidance and any additional information we ask you to provide.
- Meeting notes, written instructions or attendance notes for you to review and confirm, where applicable.
- Where relevant, information about trust provisions, storage options, updates and related services.

The latest versions of our compliance documents are also available through the Compliance section of our website. If you would like a PDF or printed copy of any document, please ask.

3. Identity checks and record keeping

For your information security, and to meet identity and anti-money laundering requirements where they apply, we will ask you for evidence of identity and address. We will explain what we need, why we need it, and how copies will be stored.

Typical examples are proof of identity, such as a passport or valid UK driving licence, and proof of address, such as a utility bill, council tax bill, bank statement, or valid UK driving licence. If you do not have these, please ask and we can explain the alternatives.

We will also keep a record of your instructions and, where applicable, provide a written summary for you to check before drafting progresses.

4. How we work with you

We will take your instructions, explain the available options in general terms, and prepare documents based on the information and decisions you provide.

Please check any written summary, meeting note, draft, names, addresses and factual details carefully, and tell us promptly if anything needs correcting. This helps us draft accurately and avoid unnecessary delay.

If you request changes or extra work outside the agreed scope, we will explain any additional fee before carrying out chargeable work.

Any timescales we give depend on prompt action by you and, where relevant, by your attorneys, executors, trustees, witnesses, certificate provider, and any third party or public body involved.

We are not responsible for delay, query, rejection or non-completion caused by incorrect signing or dating, missing information, failure to return documents, failure to provide identification or evidence requested, failure to respond to correspondence, or other action or inaction by you, your chosen representatives, or a third party such as the Office of the Public Guardian. Where appropriate, we will provide reasonable follow-up and guidance, but this does not make us responsible for matters outside our control.

5. Fees, payment and when work starts

We will confirm fees and scope in writing.

Unless we have confirmed a controlled fast-start arrangement in writing, substantive work starts once we have received your signed Client Care Letter and cleared payment.

If you have not yet returned the signed Client Care Letter, we may agree in writing to start after cleared payment where you first confirm the quoted service and fee, accept the current Terms of Business supplied to you, and expressly ask us to begin during any applicable 14-day cancellation period. This is a backup route only; please still return the signed Client Care Letter promptly.

By signing this Client Care Letter, you confirm that Fern Wills & LPAs' Terms of Business V.19.10.26 apply to your matter, unless a later version has been expressly made available to you before signing.

Once you ask us to start work and we begin substantive work on your matter, you remain responsible for fees for work actually carried out and any agreed disbursements. Where the agreed service includes a fixed-fee appointment, review or other identifiable stage, the agreed fee for that stage becomes payable in full once that stage has been completed, even if the matter cannot proceed further. Any additional fee or third-party cost will be explained to you and agreed before it is incurred.

If you decide not to proceed before an agreed stage has been completed, fail to provide the information or instructions needed for us to continue, or otherwise stop the matter progressing, we may charge a reasonable and proportionate amount for the work completed up to that point. We will not charge you where non-completion is due to us. This is subject to your statutory cancellation rights in section 6.

Where a Will matter requires an enhanced testamentary-capacity review, the agreed fixed fee includes that review and, where we are satisfied that it is appropriate to proceed, preparation of the Will within the agreed scope. The review may result in us being unable to proceed with the Will, or in independent specialist evidence being required before we can proceed. Once the enhanced testamentary-capacity review has been completed, the agreed fixed fee for that service is payable even if the Will cannot then be prepared. Any independent specialist assessment is a separate service, and any additional fee will be explained to you and agreed before it is incurred.

6. Your 14-day cancellation rights and early start

If you are an individual client entering into a contract with us at a distance, for example online, by phone or by email, or away from our business premises, you will usually have a 14-day statutory cancellation period beginning when the contract is concluded.

Unless you ask us to start sooner, we will normally wait until that period has ended before starting substantive work.

If you ask us to begin work during the cancellation period, you may still cancel before the agreed service has been fully performed. If you do, we may charge a reasonable and proportionate amount for work carried out at your request up to the point of cancellation. Once the agreed service has been fully performed, you will lose your statutory right to cancel that service where you expressly requested an early start and acknowledged that consequence.

7. Scope and responsibility

Fern Wills & LPAs provides estate-planning support and document preparation. We do not provide regulated legal, financial or tax advice.

We will explain options and provide general information to support your decisions. Final documents are prepared on the basis of your instructions and the information you provide.

To produce suitable documents, we rely on the information you give us about your family circumstances, assets, liabilities and intentions. If relevant information is omitted, withheld or inaccurate, that may affect the completeness or suitability of the documents produced.

8. Trust provisions, STEP provisions and trustee liability clauses

Where a Will or trust includes technical or administrative trust provisions, we may use recognised standard provisions, including STEP Standard Provisions, to help executors and trustees administer the estate properly.

In broad terms, these provisions give executors and trustees the administrative powers and supporting wording needed to deal with the estate efficiently. This can include a clause allowing a professional executor or trustee to charge for work done in a professional capacity where the document permits that.

Where your Will includes the STEP Standard Provisions (3rd Edition), these limit executors’ and trustees’ personal liability for losses. They generally remain responsible for losses caused by their own fraud or negligence. However, a non-professional trustee acting alongside a professional trustee can also be protected against liability for negligence, though never their own fraud. This can restrict beneficiaries’ ability to recover compensation from that trustee.

If your Will includes a trust, it may involve ongoing administration, professional fees and tax after death, including after the first death in a couple’s plan. These costs are separate from Fern’s preparation fee and depend on the trust, the work required and the provider chosen. Any figures we provide are illustrations; future providers will confirm their own charges.

Fern Wills & LPAs does not act as trustee, administer estates, register or administer trusts, or prepare trust accounts or tax returns. Where appropriate, we can introduce independent specialists; you remain free to choose your own adviser. We will explain the relevant implications in writing to help you make an informed decision.

9. Lasting Powers of Attorney, where relevant

For Lasting Powers of Attorney, we guide you through the choices and application process, prepare the documents, and, with your authority, can manage correspondence and queries from the Office of the Public Guardian (OPG) on your behalf.

If an application is not registered due to an error on our part, we will refund our professional fee for that application.

We can also give you guidance and practical support with the activation and use of a registered Lasting Power of Attorney, although the OPG's online service can only be set up and used by the donor or an attorney.

10. Document storage

You may choose professional storage of your signed documents, or you may keep them yourself. We will explain the available options and any associated risks so you can choose what suits you.

11. Insurance

Plan C Plus Ltd, trading as Fern Wills & LPAs, holds professional indemnity insurance and public liability insurance. If you need confirmation of current cover levels for a specific purpose, please ask.

Where you choose third-party document storage, any storage insurance is provided by that third party under their own terms.

12. Complaints

We are committed to providing a high-quality service. If you are unhappy with any aspect of our service, please tell us as soon as possible.

Our written complaints procedure is available on request and via our compliance section.

We will acknowledge a complaint no later than 7 days after receipt. We aim to provide a formal written response within 14 days. If that is not possible, we will explain why and respond as soon as possible and no later than 28 days after receipt.

If we cannot resolve matters to your satisfaction, you may refer the matter to the Society of Will Writers under its complaints process. Where applicable, that process includes access to the Society's Alternative Dispute Resolution (ADR) service if the complaint remains unresolved following its intervention. You are not required to use that process and may pursue any other remedies available to you.

Acknowledgement and acceptance

- I/we have read or had the opportunity to read this Client Care Letter.
- I/we acknowledge that Fern Wills & LPAs' Terms of Business V.19.10.26 and the relevant compliance information have been made available to me/us, including through the Compliance section of the website, with copies available on request.
- I/we agree that Fern Wills & LPAs' Terms of Business V.19.10.26 apply to this matter, unless a later version has been expressly made available to me/us before signing.
- I/we understand that progress may depend on prompt action by me/us and, where relevant, by my/our attorneys, executors, trustees, witnesses, certificate provider and any public body involved.
- I/we instruct Fern Wills & LPAs to proceed with the work requested and agree to pay the agreed fees in accordance with the quotation/invoice, this Client Care Letter and the Terms of Business.
- Where an enhanced testamentary-capacity review applies to my/our matter, I/we have read section 5 and understand that the agreed fixed fee for that review becomes payable once it has been completed, even if Fern Wills & LPAs cannot proceed with the Will or recommends independent specialist evidence. I/we understand that any independent specialist assessment is a separate service and may involve an additional fee agreed in advance.

Early start instruction — tick one

☐ Please start work immediately, including within any 14-day cancellation period that applies. I/we expressly request Fern Wills & LPAs to begin providing the agreed service during that period. I/we understand that, if I/we cancel before the service has been fully performed, I/we may have to pay a reasonable and proportionate amount for work carried out at my/our request. I/we acknowledge that once the agreed service has been fully performed, I/we will lose the statutory right to cancel that service.

☐ Please wait until any 14-day cancellation period has ended before starting substantive work.

Client 1 — Signature: _____

Print name: _____

Client 2 — Signature: _____

Print name: _____

Date: _____

Return options: you can scan or photograph the signed page and email it to us, hand it to us in person, or post a signed paper copy to our registered office. Unless we ask for the original, an electronic copy is sufficient for our records.