

LASTING POWER OF ATTORNEY APPLICATION FORM

INSTRUCTIONS:

1. Complete all of the questions on the 'Application Form'. If you need extra space use the continuation sheet.
2. Sign and complete our 'Letter of Engagement', this can be found at the back of the document.
3. Post both forms back to the address below:

Berkeley Weston Ltd, Business Box, Oswin Road, Leicester LE3 1HR.

We will then prepare your Power of Attorney documents. As part of this process we will need to speak with you so that we comply with the relevant legislation and to make sure the Power of Attorney is not rejected. Don't worry, this is just a formality and is not a "sales call".

STEP 1 - ABOUT THE DONOR (THE PERSON GIVING THE POWER OF ATTORNEY)

Title:	
Full Name:	
Any other names you are known by in financial documents or accounts:	
Date of birth:	
Address:	
Annual Income:	
Telephone Number:	

GUIDANCE TO CONSIDER WHEN CHOOSING YOUR ATTORNEYS:

- You can appoint more than one attorney (although you do not have to appoint more than one attorney).
- Most people choose 1 or 2 attorneys.
- You can name replacement attorneys to act if your first choice(s) aren't able to act.
- Attorneys must be aged 18 or over.

STEP 2 - CHOOSE THE ATTORNEY(S)

ATTORNEY 1:

Title:	
Full Name:	
Date of birth:	
Address:	
Telephone Number:	

- Choose people you know and trust to make decisions for you.
- Your attorney(s) must not be bankrupt

Occupation:

Relationship to the donor:

ATTORNEY 2:

Title:

Full Name:

Date of birth:

Address:

Telephone Number:

Occupation:

Relationship to the donor:

GUIDANCE NOTES:

- Replacement attorneys will only act once your main attorney(s) can no longer act for you.
- You can appoint replacements to replace an attorney who does not want to act for you or who is no longer able to act because they are dead, bankrupt, or if they were married to you or were your civil partner, and have now had the marriage or civil partnership annulled or dissolved.
- You do not have to appoint any replacements.
- If you appoint only one attorney and no replacements, the lasting power of attorney will end when your attorney can no longer act.

STEP 3 – CHOOSE YOUR REPLACEMENT ATTORNEY(S)

REPLACEMENT ATTORNEY 1:

Title:

Full Name:

Date of birth:

Address:

REPLACEMENT ATTORNEY 2 (IF APPLICABLE):

Title:

Full Name:

Date of birth:

Address:

GUIDANCE NOTES:

- For your protection you can choose up to five people to be told when your lasting power of attorney is being registered. This gives people who know you well an opportunity to raise any concerns or objections before this lasting power of attorney is registered and can be used.
- You do not have to notify 5 people, but it is recommended that you notify at least 1 person.
- The person(s) you are notifying cannot be one of your attorneys or replacement attorneys.

STEP 4 – CHOOSE PERSON(S) TO BE NOTIFIED

PERSON 1 TO BE NOTIFIED:

Title:

Full Name:

Date of birth:

Address:

PERSON 2 TO BE NOTIFIED (IF APPLICABLE):

Title:

Full Name:

Date of birth:

Address:

GUIDANCE NOTES:

- A certificate provider signs the Power of Attorney to confirm the Donor understands it, has mental capacity to make a power of attorney and that no pressure is being applied or fraud taking place.
- The certificate provider cannot be a family member, married to a family member, an attorney or replacement attorney, a carer or manager of a care home.
- A suitable certificate provider would be the donor’s GP (although they may charge for this).
- A director of Berkeley Weston Ltd can act as a Certificate provider for a fee of £30.00 per LPA.

STEP 5 – CHOOSE THE ‘CERTIFICATE PROVIDER’

CHOOSE EITHER OPTION A OR OPTION B:

OPTION A: I wish to use Berkeley Weston Ltd as my certificate provider (tick box) YES NO

Or

OPTION B: I wish to use the following person as my certificate provider:

Title:

Full Name:

Address:

GUIDANCE NOTES:

- A Lasting Power of Attorney has to be registered with the Office of the Public Guardian (OPG) before it can be used.
- The LPA can be registered now or at any time in the future.
- The following registration fees apply:
 - OPG Fee: £120.00 per LPA* (so for a Property & Finance and Health & Welfare Lasting Power of Attorney the fee would be £240.00)
 - Berkeley Weston Ltd registration fee: £36.00 per LPA
- *NOTE: If your annual income is less than £12500 per year we can apply to the OPG to waive the registration fee of £120.
- If your annual income is more than £12500 but less than £16500 we can apply to reduce the fee payable.

STEP 6 – REGISTER THE LASTING POWER OF ATTORNEY

CHOOSE:

The Lasting Power of Attorney is to be registered now
(tick box)

OR

The Lasting Power of Attorney is to be registered in the future
(tick box)

STEP 7- CONTINUATION SHEET

PLEASE USE THIS SECTION TO:

- Give instructions to your attorneys about how you wish your property and finances to be managed.
- Give instructions to your attorneys about your requirements for your care and/or medical treatment.
- Add additional Attorneys, replacement attorneys, persons to be notified.
- Any other comments or instructions.

STEP 7 Continued...



This firm complies with L
the IPW Code of Practice



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Directors: N Haynes, PJA Weston
Registered Office: 39 Castle Street, Leicester LE1 5WN • Registered in England No. 5274731 • VAT Registration No. 871 9288 79

LETTER OF ENGAGEMENT

Please read & sign on page 2

Berkeley Weston Ltd (hereinafter referred to as “the Company”) are members of the Institute of Professional Willwriters (hereinafter referred to as “IPW”) and it is mandatory that it operates in accordance with the IPW Code of Practice, copies of which are available (in written or audio format) free of charge either from the Company or from the IPW at the address overleaf. Any instances of non compliance with the IPW Code of Practice should be addressed to the IPW. The purpose of these Letters of Engagement is to explain to you what your rights and obligations are and what rights and obligations the Company have.

Both the Company and the IPW are keen to ensure that the Company provides its services to the highest standards within the profession and in compliance with the Code of Practice. We would be grateful if you would spend a few moments completing an on line questionnaire at www.ipw.org.uk/feedback. Alternatively a paper version of the questionnaire can be obtained from the Company or the IPW at either of the addresses overleaf.

1 Fees

1.1 The Company’s fees for providing Lasting Power of Attorney and any additional products or services are enclosed.

2 Our obligations

2.1 The Company is obliged to give you best advice. In some cases this may require additional products or services, provided at extra cost either by the Company or another company recommended by us. You are under no obligation to take up any product or service, but the Company may require you to sign a disclaimer if you choose not to do so.

2.2 The Company may require you to sign a disclaimer if you instruct us to draft any product or service in a way that is contrary to our advice.

2.3 Any advice that is given by the Company is based on its understanding of law, practices and procedures at the date of this agreement. The Company is not responsible for any consequences arising from any future changes in law, practices or procedures.

2.4 The Company has Professional Indemnity Insurance of £2million to cover claims and losses arising as a result of any negligent act by it.

2.5 The Company has Public Liability Insurance of £5million to cover claims and losses or damages arising from action by it.

2.6 The Company reserves the right to withdraw from any transaction if it is unable to complete any transaction in whole or in part but if it does so, it will write to you immediately and you will not be liable to pay any fees.

2.7 The costs of correcting any error or omission on the part of the Company shall be borne entirely by the Company.

2.8 The Company will maintain client files for a period of 6 years after your death, or for a period of 6 years after you have notified us in writing that your document(s) have been revoked, whichever event occurs first.

2.9 The Company will provide you with customer service and support, free of charge, in matters relating to this transaction for its lifetime.

3 Your obligations

3.1 The validity, accuracy and suitability of any documents that we provide will partly depend upon the honesty, completeness and accuracy of your answers to our

questions. The Company therefore requires you to be open and honest with the information that you provide to us. The Company is not responsible for any consequences arising from inaccurate or incomplete information provided by you.

4 Timescales

4.1 The Company will endeavour to make your completed documents be available for signing within 14 days from the date on which the Company has all the information that it requires to complete your documents.

4.2 In the event that the Company is unable to meet the above timescale then you will be able to renegotiate this agreement or you can cancel it without any obligation to pay any fees.

5 Payment of Fees

5.1 Payment will be required, in full, within 7 days of the Company drafting the final agreed version of the Lasting Power of Attorney.

5.2 In the event of payment not being made within these terms, we reserve the right to suspend work on your file where the account is unpaid and on any other matters being dealt with for you and, ultimately, to decline to represent you further. In those circumstances, final accounts will be rendered for work on all matters calculated on that date.

6 Notice of the right to cancel

6.3 You can use the cancellation form attached to this agreement. Where notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery, however cancellation will be deemed to be served as soon as it is posted or sent to us.

6.4 The Company will acknowledge receipt of notice of cancellation in writing within 14 days.

6.5 You can agree in writing that the Company can start work on your documentation on a date before the expiry of 7 days of the date that you first give us information to enable us to complete work for you however your rights to cancel under clause 6.1 will be terminated on the day that the Company starts work on your documents.

7 Complaints

7.1 If you are not happy with any aspect of service provided

by the Company, you should first of all contact Philip Weston whose telephone number is 0116 2795044.

- 7.2 If you wish to make a complaint about any aspect of service provided by the Company, you must, in the first instance write to our Operations Director Nicola Haynes. She will acknowledge your letter within 3 working days of receipt and then investigate the circumstances of your complaint and write to you with the results of his investigation within a further 28 days.
- 7.3 If you are not happy with the results of the investigation by the Company, you can write to the Institute of Professional Willwriters at their address below, who will instigate a Conciliation Process to help you and the Company to reach a mutually satisfactory agreement.
- 7.4 If you are not happy with the results of the Conciliation Process or if you choose not to take up the Conciliation Process following any investigation by the Company, you can write to the Estate Planning Arbitration Scheme (EPAS) at the address below who will then investigate your complaint and make a formal judgment but there will be a cost to you if you take this option.

These complaints procedures do not prevent you from seeking other means of redress.

8 Data Protection Act

- 8.1 We are registered with the Information Commissioners Office under the Data Protection Act 1998 ("the Act") and are committed to complying with the obligations under the Act.
- 8.2 We undertake to process your personal data in a lawful and fair manner and to ensure that such information is adequately protected.

Please tick:

- I/We give consent for my/our details to be passed to the IPW to enable them to monitor compliance with their Code of Practice and to test levels of customer satisfaction.
- I/We give consent for my/our details to be passed to any third party individual or organisation who the Company believe offer services that would be of benefit to us – such as financial planning.

Please sign in the next section

It is important that you read and understand the above terms that will apply to this agreement before signing. If there is any term that you do not understand or do not wish to agree to, then please discuss it with Berkeley Weston Ltd before signing. Only sign if you wish to be bound by these Letters of Engagement.

Signed

Print Name

Date

Signed

Print Name

Date

Berkeley Weston Ltd

2 Oswin Road, Leicester LE3 1HR

Institute of Professional Willwriters

Trinity Point, New Road, Halesowen B63 3HY

Estate Planning Arbitration Scheme

12 Bloomsbury Square, London WC1A 2LP

Cancellation Notice

If you wish to cancel this contract, you MUST DO SO IN WRITING and deliver it personally or send (which may be by electronic mail) it to the Company named below. You may use this form if you want to, but you do not have to.

Complete, detach and send this form **ONLY IF YOU WISH TO CANCEL THIS AGREEMENT**

To: Berkeley Weston Ltd, Business Box, Oswin Road, Leicester LE3 1HR

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate)

Contract reference number

Signed

Print Name

Date

Signed

Print Name

Date