



## SOLICITOR

### Client Care Information

- Solicitor’s costs information and client care code & copy of letter of engagement
- Standard Fees Notice
- Explanation of financial services regulation /Solicitor regulation authority/FSA

I/we acknowledge receipt of a copy of the booklet containing the above information and if we were seen outside your office Notice under the of Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008,

#### EITHER

I/we have asked that this booklet together with the leaflet ‘How I calculate my costs’ Client Care Outcomes to be sent to me by email at the following address rather than be given a printed copy. (I have waived my right to a printed copy of this information).

I confirmed it was emailed to me/us in our presence:

**Email Address:** \_\_\_\_\_

#### OR

*[Delete if emailed]*

I acknowledge receipt of a printed copy of the above information

I am happy to rely on the copy of this information on your website <http://www.grahamcolley-solicitor.co.uk>.

I am aware that I can ask for a printed copy to be supplied to me.

#### Client 1

**Sign:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

#### Client 2

**Sign:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Client Care Information

I am a Solicitor with over 35 years' experience. I have a degree in Law, a Certificat des Hautes Etudes Europeennes, an MBA (Master's Degree in Business Administration) and am currently undertaking MPhil/Doctorial Studies.

My aim is to provide a high quality service to my clients therefore it is important that clients and their advisers are aware of the basis on which my service is provided and the terms on which it is carried out. **I am, however, an individual and you have both the benefits and the constraints of working with a sole practitioner. I endeavour to offer a homely, friendly, but professional service.**

If at any time you have any doubt as to any aspect of the service or the basis on which it is being carried out, please immediately raise the matter with me. Please do not store up concerns until a matter reaches conclusion. Please raise any concerns with me as they arise.

The following information, terms and conditions are incorporated into any instructions which I accept in this and any future matters unless further terms are prepared and you should consider them carefully and raise any queries you have as soon as possible. These terms may be updated or varied from time to time and if this occurs during your instructions the updated terms will apply in substitution for these terms.

Where possible updated terms will appear on my website

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## Nature of the Professional Service:

My intention is to provide a service that gives specialist advice in the areas of Wills and Inheritance and general legal advice and specific assistance, where agreed.

### The practice does:

- Give general verbal advice and assistance in personal and small commercial legal matters
- Specialise in providing Wills, Inheritance advice and assisting with Probate Disputes
- Act as a negotiate or to assist clients to resolve or finalise difficult problems
- Provide commercial/family mediation services
- Act as executor and/power of attorney but will not hold client money
- Act as a link and interpreter with specialists other solicitors and the client; relaying concerns to the specialist and interpreting and discussing the advice given
- Provide assistance with agreed specific matters.

### The practice does not:

- Hold clients 'money
- Provide conveyancing services (other than transfers for example those with no monetary consideration passing through it), but will advise and introduce.
- Usually appear on their cord in litigation matters, but will advise and assist and liaise with firms that conduct litigation
- Act in divorces but will advise assist and liaise with firms that conduct family law work what will act as a family mediator in appropriate cases
- Not advise in specialist tax, and trust matters, but will introduce too there firms or counsel.

## Fees and Expenses

1. In most cases, I will invite clients to be '**retained clients**'

For certain work I shall charge an agreed fee for work. Such work will be specified in the fee agreement or by reference to a letter. Work outside of that agreed is not part of an agreed fee. Unless circumstances dictate otherwise I shall require your prior written consent prior to proceeding with any work and payment by credit card/ (guaranteed) cheque prior to commencement. **As such fee will be agreed in advance, such work shall be a 'contentious/ non contentious business agreement' pursuant to Section 57 Solicitors Act 1974. Whilst your rights to ask a court to assess my costs are not affected, once agreed, the fee is not repayable, even if you decide not to proceed.**

**For work outside or not covered by an agreed fee, I shall work on a time basis.**

- a) I charge in 5 minute units with a minimum of 10 minutes in any one day on which your matter is worked upon. ( In the case of a matter where costs have to be assessed or taxed in court proceedings, where standard units are of 6 minutes, /my units will be regarded as 6 or 12 rather than 5 or 10 minutes and are pro rata).
- b) Time is recorded on our recognised time recording system Amicus Attorney and you will be supplied a printout showing the time and general nature of the work done. I work on the basis that you will require no further breakdown or detail of the time involved. If this not acceptable or you require further detail please inform us at the outset of this work.
- c) Time recorded for matters often exceeds that of which clients are directly aware. For example a telephone conversation may only be recorded on a telephone log as a certain length of time, but time units and preparing a record of the call is in addition.
- d) Your attention specifically is drawn to premium rates where you or others call me or arrange to see me outside our core office hours (Mon-Wed 10:30AM-04:00PM).
- e) Completion of my work. We will discuss our costs with you when it is hoped a time based matter is reaching its conclusion and will include a 'time estimate to completion'. This includes time that is estimated to conclusion as well as for work that may have been undertaken but has not been included in our time recording system. The standard rate for this will be 20% of fees to date. If the time exceeds this amount then I reserve the right to invoice following completion. It may be however that my works exceed this and I will have further costs after that time.

## Value element

For certain work I may also charge an element to reflect the value of the assets involved. This will be detailed in the letter acknowledging instructions from you and is usually 0.5% of any assets in a non-contentious case and 3% of any assets recovered or preserved in a contentious case, I shall add this to your bill. I also charge a value element of 3% or ½% per annum where I am a professional trustee (see below)

## Your right to complain about my bill

You have the right to complain about the bill following the complaints procedures outlined From 1 March 2010, below and I am required to give you the following notices:

- You are entitled to have my bill assessed by the court under sections 70, 71 and 72 of the Solicitors Act 1974
- I am entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009

## Quarterly Retainer

A retainer is regular payment based on the assumption that you will continue as my client. Whilst I shall seek to record time for work on your behalf, I regard a retainer as an equalisation process. The retainer aims to seek to equalise the extra time you need at certain times with less work at other times. I anticipate that you will maintain the retainer for the full discount period.

**You may cancel a retainer at any time. However no refund is given of any sum paid.**

**If you cancel the retainer prematurely, then there is an administration fee of £25.00 + VAT to cover the cost of calculating any sums due and informing you of them, but not of any subsequent work which will be on a time basis**

I am not responsible for your choice of bank and if they, for example, set the retainer up incorrectly (e.g. monthly) it is for you to resolve this with your bank and work involved on our part will be chargeable to you on a time basis and will have to be claimed by you as compensation from your bank. In calculating the fee for a Retainer, I have estimated a notional or average time over the period of years. If it appears that this is being exceeded, I reserve the right to determine the retainer at the end of the quarter to which the last payment relates retainer. A new retainer may then be agreed.

It may be that for reasons beyond my control I am unable to continue to act as your solicitor. I shall endeavour to have arrangements in place for the orderly transfer of your affairs to another solicitor. At times, I shall be on holiday and at other times I may be 'off-duty'. I shall endeavour to be available or make alternative arrangements for emergencies during holidays. Normally matters can wait until I return, but if circumstances are such that they or you require that they are attended to by me during such 'off-duty' times then. I shall do so at my premium rate and times and/or costs may be increased as I have reduced facilities. During such periods there may be communications difficulties or you will be unable contact me as promptly as you might wish.

My Retainer is based on the assumption that over a five year period I shall be involved in approx. 2.5 hours work. At my discretion, I can include any time that is in excess of that included in any agreed fee, if I consider more appropriate to include in the retainer rather than charge for it separately. If the retainer is discontinued, then the time cost will become payable. Attendance at an execution of a Will at out office is included, in an agreed fee, but the cost is added if the retainer is cancelled prematurely.

In some cases I will recommend a monthly retainer.

Should a client die before a discount period a retainer end, the estate becomes responsible for any outstanding portion of the discount. Should any explanation be requested or correspondence arise, this will be chargeable on my usual time basis with a minimum of £75.00 (+VAT)

At my discretion I can add extra time not included in an agreed fee to your retainer

## Estimates

For some work I may agree a set number of hours at an hourly rate. If this is exceeded, I shall inform you at approx. £1,500-3,000 intervals. Within this range, I anticipate that your instructions to continue are implied. If I supply you with a "Current Costs Update", it gives the option to end my retainer. If you do not do so, I shall presume your instructions to me will continue. It may also be however that your instructions to continue are implied as the fee is come from an Estate or other source on conclusion of a matter. We must always consider a cost benefit approach to your matter. You are urged to consider this with me whenever you are concerned.

Whilst we may agree an agreed fee with you for agreed fee work we undertake prior to commencement, this is for specified work and any estimate of time or any estimate as to the total of our fees, whether my own or other solicitors is given only as a guide on the basis of the information then known to us and may not be regarded as a firm quotation unless otherwise agreed in writing. I will endeavour to revise an estimate given, if it becomes clear that the level of charge is likely to vary substantially. Clients are specifically warned that 'best estimates' given can be considerably at variance if more time is involved – for whatever reason than originally hoped. If costs are a specific concern you are encouraged to make written requests for time reports.

*You may set an upper limit on the costs I may incur, without obtaining further authority. This must be done by you in writing. I will then contact you if this limit is being approached to discuss the issue of costs further. If you do not do so, then I will assume that you have no costs ceiling, particularly where the costs are coming from an estate or source other than your own private funds.*

## Billing Frequency

A copy of your agreement to my retainer with you or for additional work your written consent to undertake work shall constitute an agreed fee pursuant to section 58/59 Solicitors Act 1974 and therefore a non-contentious/contentious business agreement. It will also constitute a written intimation of costs. A copy the consent/retainer will constitute your bill.

I am registered for VAT (VAT registration No: 980 8624 85). You will be issued with VAT receipt for the sums paid or in the case of retainer payments on request. VAT then will be added at the applicable rate.

From time to time, I shall supply you with a "current statement of costs" incurred to date. These are intended to be an indicative guide and are subject to adjustment. If I have supplied you a current cost statement, if you wish me to undertake no further work you should inform me in writing forthwith on receipt.

**Please notify me of any errors within 14 days of receipt, otherwise, I shall continue working on the basis that the time costs are agreed.**

**If you do not give me such notice of termination, I shall accept your failure to do so as authority to continue.**

Please note that time costs will continue to accrue until they are settled. (For example for work done and all costs and disbursements associated with the orderly termination or the transfer of such work).

If you feel there any errors in such statements, please bring them to my attention within 14 days and do not leave them until the conclusion of the matter. I will usually invite you to review costs as part of a meeting dealing with other matters. If you chose not to do so and you have significant queries arising, then they will fall part of our complaints procedure below and will, in the first instance involve a meeting at my office during our core office hours (for which no charge will be made), to deal with any queries. (You may have such a meeting at another agreed location. However travel to such a meeting is not the part of any dispute and is an additional service. In such circumstances you agree to pay the time costs (+VAT) and travelling expenses in advance

If such a meeting cannot be arranged or you do not wish or, for whatever reason are unable to attend, such a free complaints meeting (usually approx. one hour), I may suggest that any disputes will be dealt with in correspondence, but on the basis that following is paid (on notification of a fees complaint) the greater of:

*The sum that is not in dispute (and VAT thereon) is paid at the time of such request and 66% of the remaining sum in dispute (and VAT thereon).*

## Expenses

Disbursements such as stamp duty, photocopying, couriers, travelling, and all costs in engaging other advisers are payable by you. I shall either ask you to let me have cheques payable to the appropriate parties. Should I be requested to make payments on your behalf additional charges will apply.

## Terms of payment

Retainers are payable quarterly in advance by standing order and are non refundable. Payment for other agreed fee work shall be on signature of your written consent to the work being undertaken. In the event of non-payment I shall be under no obligation to carry out any further work for you on any matter until the outstanding amounts have been paid. If your authority for further work to be undertaken is awaited I have the discretion not to carry out any further work or restrict it to the minimum. However any time cost arising will continue to be chargeable.

Should your instructions be terminated either by you or me, then any time costs and other fees (including value element) become payable immediately on being notified to you. Any further time incurred including contact/discussions about payment continue to be chargeable until the final invoice is paid.

It may be that you in certain circumstances you will be unable to send me your instructions in writing in advance. I shall send you confirmation by any convenient form of communication. In these circumstances, you will authorise me to commence and seek payment for the agreed fee from your credit/debit card or send a cheque for with by post.

Please see the section – **Billing Frequency** above regarding termination of retainer and disputes

## Liability for Costs

Where another party might agree to pay your costs, or where some costs may be recoverable in litigation, or from your insurers, or here I have agreed to postpone receipt of fees until the conclusion of the matter or the termination of the retainer the responsibility to meet my fees and expenses remains yours regardless of any arrangements with, or rights against other parties or any court order or anticipated order. I am not responsible for collecting such costs/fees. If you die whilst in the retainer period, we shall recover any outstanding sums from your estate. You specifically authorise us to charge for any correspondence or time at our usual hourly rates

## Abortive Work and Termination of Instructions

Where there is an agreed fee. This is fixed, payable in advance and is not refundable. The initial deposit of £25.00 + VAT is non-refundable. If I were to undertake any work on any other basis, which does not proceed to a conclusion or if you withdraw your instructions, I will charge on a time basis for all work done up to the point the matter becomes abortive together with all disbursements (with a minimum fee of £75.00 + VAT) paid on your behalf. In such circumstances I will also charge for work done and all costs and disbursements associated with the orderly termination or the transfer of such work to another professional adviser. If a retainer is determined on notice or cancellation of standing order no further work will be undertaken and no refund is due.

If you believe that any work is incorrect and we agree, you will allow us a reasonable time to make any agreed corrections and will not request a refund of fees. In particular, please note that the process of drafting Wills is a matter of removing errors in initial drafts. Drafts are supplied to you to check and amend. It is your responsibility to ensure that make corrections and understand the 'operative' (i.e. initial/gifting) clauses in a Will) and that these meet your wishes. If you do not have full details of addresses etc at an initial meeting and you supply them after, it is best that they are typed so that there can be no confusion about handwriting/spellings. You handwriting may be misread!

The onus is on you to check all documents sent to you, prior to signing them. You should only sign when you understand the content and are satisfied the information contained in them is complete and correct.

Sending reminders or giving updates is not part of the work included in any agreed fee. Should no response be received from a client on a matter within eight weeks of a communication to a client we reserve the right to close the file and undertake no further work. If the matter is reopened it will be subject to a new agreed fee. If you think we have overlooked something, please send me a text (without charge to you) on 07785 311342.

**Please remember that calls/emails received on Thursday/Friday are outside of the agreed fee and will be charged at an additional cost to you.**

Cancellations and missed appointments where an out of office attendance has been arranged are subject to an abortive fee of £75.00 +VAT

There is a minimum fee of £75.00 +VAT.

I exercise a legal claim over your papers for unpaid costs.

## Client Relationship

On acceptance of instructions by way of a retainer or in relation to a particular matter, you will become my client and remain so throughout the duration of these instructions **until settlement of any final invoice**. I will not act for any other person or company in any related matter unless it is permitted by our professional rules and you agree otherwise in writing. I may require such other person to see me independently or, if joint clients, for either/both of you to take independent advice

Unless you have specifically retained me to act for you in all matters, I am not precluded in any other circumstances from acting for another party in any transaction or litigation with which you are associated, provided it is permitted by my professional rules.

Unless otherwise specifically agreed in writing, I maintain the right to decide on the course to be adopted in the handling of any matter and the appropriate personnel to undertake the work.

**Speech Recognition:** Written material may have been prepared using speech recognition technology. Unfortunately, this sometimes produces inaccurately spelt words which are incorrectly recognised, but are difficult for the author to notice. If you find one of these errors please accept my apologies and adjust accordingly. Corrections to notes made using voice recognition may take place as and when considered necessary by me.

## Authority

Where joint parties, a company director or an association instructs me, I will be entitled to rely on the specific instructions of any one of such joint parties or any officer of the company or association unless otherwise notified in writing. Please note I do not act on behalf of Companies, even if they are paying my costs. I will act for the director(s) who instruct me who will be responsible for my costs. If you have indicated at any meeting I can communicate with you through a friend or relative or other, I may, at my discretion in all related matters continue to do so and discuss with them matters I consider appropriate to progress your matter, unless you confirm to me (preferably in writing to avoid misunderstanding) that you no longer wish me to do so.

## Information

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, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information whether from myself or GTM Financial (Rochester) Limited, the Financial Services firm of which I am a partner, which I think might be of interest to you. If you do not wish to receive that information please notify my office by email and by post

All information regarding your business and affairs will be regarded as confidential by me, at all times save for the purpose of instructing and dealing with other advisers acting on your behalf or third parties acting for or assisting us, or if it is already in the public domain, or you instruct us to disclose information, specifically, or by implication, to a third party. In the case of young, sick or elderly clients, or where other members of the family appear to have knowledge about your affairs unless specifically instructed to the contrary, I act on the basis that I may speak to relatives where I consider it in my/our absolute discretion to be in the client's best interests. In certain circumstances, I may be obliged to give evidence and produce such information to courts, the Solicitor's Regulation



Authority, professional indemnity insurers or authorities in connection with your affairs. All circumstances where I reveal or such information must be at my absolute discretion.

I/We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the national crime agency (or any successor) where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

You are reminded that public authorities may monitor all forms of communication and none can be regarded as confidential. Errors can also happen in addressing or delivery of emails or post. No liability is accepted for those errors. If a matter is regarded by you as of high confidentiality you should arrange for personal delivery and collection. In the absence of your express instructions, I/we shall use normal post/email etc. Your instructions are accepted on the basis that you do not require me to encrypt or other computer data.

All information and data held by us belongs to us and I have the right to retain ownership and keep copies of information and data. On completion of any work on your behalf I shall be at liberty to destroy your paper file without further notice to you unless at the completion of the matter you have requested it is sent to you. I shall aim to retain the file electronically, but accept no responsibility should it be lost or erased, when you have allowed the original to be destroyed rather than requesting delivery. Subject to payment for the cost of so doing and any lien I may have over your papers, I will supply you with an electronic copy of your file in PDF or such other format as may be usual at the time at an appropriate cost to cover the cost of time and supply. Should you wish a paper copy of your file, you will be responsible for my time and other costs and, if appropriate the costs of any agency who may undertake the printing.

Whilst the Data Protection Act 1998 allows a maximum fee for data held, such fee does not cover the cost of collating any such data which may be held in different parts of my paper file / computer/ smart phone(s)/ emails. Such collation can take many hours to complete. Fortunately, only a few clients make such a request but should you do so any request for "my file" is accepted on the basis you will be responsible for the time cost of such collation at my usual hourly professional rates. Such costs will be less if you ask me to keep 'a file' at the commencement of the matter. Unless I receive your specific written request, I shall presume you do not wish me to prepare a file 'as I work' but will be willing to pay the additional time costs should it be required by you.

## **Outsourcing of work**

Sometimes I ask other companies or people to do typing/photocopying/computer/other work on our files. I expect confidentiality from these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible. ***Preferably in writing to avoid misunderstanding***

I often use an answering service to receive telephone messages on my behalf.

**Any calls to such service outside of our core office hours is not part of any agreed fee**

## **Timing and Delays**

As I practice on my own with the intent of limiting overheads and staffing costs, My time is limited time to deal with client matters. Whilst I shall do my best to deal with all requests as soon as possible, allocation of my time and the priority of my work must be at my absolute discretion. **Should you wish to contact me urgently (and please note the additional costs that may be involved if something becomes "urgent") then please contact me via my mobile phone and text message.** If you speak to me on my mobile phone, I may not be able to make a note of our conversation and so the onus is on you to remind me in writing. Emails cause particular difficulties. Please note that any communication by email must be confirmed in writing/post. I shall try to agree timescales with you at the outset. However, I cannot be responsible should circumstances change, whether because of my pressure of work or because matters become urgent for you. You should be aware that costs are likely to increase, often substantially, because a matter becomes urgent.

## **Urgency**

Requests for urgency are never part of any agreed fee and work arising is chargeable in addition to the agreed fee. A 'request for urgency' is any intimation of a deadline or requirement to have a piece of work completed by a certain time. It may also not be possible to keep you advised as to the current level of costs until after the urgency.

has been dealt with. You are also warned that extra costs may be considerably more if matters are dealt with urgently and that errors are far more likely to occur. I cannot be responsible for any losses or extra work that may arise in these circumstances. It may be that although timings may have been discussed at an initial meeting they do not at that time constitute urgency, but may become so. Your work is accepted in these circumstances on the basis that it is not urgent.

Our waiting area is limited and shared with those who assist me and who are expected to account for their time. Please do not arrive any earlier than 10 minutes before an appointment, as their time in dealing with your early arrival will be charged to you.

Will re-writes under a retainer are at my absolute discretion. They are intended to minor modifications submitted in writing and not substantial rewrites. Rewrites do not include exclusions. Meetings to discuss alterations are not included. If you fail to return the draft will or other document approved by you within two months of it being sent to you your file will be closed without reminder to you and a further fee of £75.00 + VAT will be payable to restore the matter. Should you authorise the printing of the Will for signature, amendments, for whatever reason, will require a reprint fee of £75.00 + VAT per document.

## Communication

I may contact you as often as I, in my discretion, consider appropriate. I shall usually telephone only between the hours of 9am and 9pm but if matters are urgent it may be outside of such hours. There may be times when I am unavailable, but I shall try to return to you as soon as I am able. Should any message not be returned within 48 hours, please contact me again. If I am not in the UK, the best way to contact me is by text message to 07785311342.

If you telephone me on my mobile phone, I may well be unable to record your message. Any such communication from you should be confirmed by you in writing/ by email, if you are requiring action on my part as it may be forgotten. You should check and confirm any communication in writing.

Any work done under an agreed fee does not include sending reminders for documents not signed or returned. The responsibility for returning and/or completing any documents rests with you as the client. Should you be in doubt then you must contact us

**I really do need time to draft documents, prepare and set time to do so! I do so on Thursdays and Fridays. Your matter may become urgent, important or you may just forget. However, the result will affect my concentration on other clients work – for your benefit. Your instructions are accepted on the basis that calls to me and meeting arranged on those dates are at premium rates (Please see your Acknowledgement of Instructions letter). They are outside of any fixed fee and will result in additional cost. (E.g. a (10 minute) call to me on a Thursday is likely to add £41.00 + VAT)**

I will not incur any liability for any loss arising by reason of a failure of a communication to us or from us howsoever transmitted or dispatched to reach its intended destination, or for any interference or interception made of any communication in transit, or if transmitted by unauthorised persons whether or not resulting from an act or omission on our part. (Emails are a particular hazard in this respect). Letters can be incorrectly addressed (without a costly double checking system). We usually print envelopes with a 'return to 27 Gun Tower Mews' stamp.

I presume that clients would prefer me not to charge for stamping letters. I therefore delegate this to someone who assists me. Given the complex size/weight postage rates, it is easy for them to errors (especially when starting). If this happens I will refund double the postage and a junior will phone you to apologise!

Should you wish to ensure security of delivery/receipt you should arrange for hand delivery and collection during our core office hours. Please note that this will incur additional time costs outside of core office hours at my rates if you call at my office rather than post through the door. It is recommended that you retain copies of any documents sent to me in case of loss or misfiling.

I shall not incur any liability for and will not be responsible for any non-receipt of any communication. Please note that I make a charge for receiving items by recorded or special delivery if they are likely to be delivered outside core office hours.

If you do not get a response to any communication or acknowledgment of documents sent within 21 days or if you have not received confirmation of next stage or of conclusion (as appropriate) the onus is on you to ascertain

whether documents etc you have sent have been received. It is important that matters are progressed and there are no inadvertent oversights on either your part or our part. Please write to us so it is received and actioned through our incoming postal procedures. Alternatively, please text 07785 311342 and confirm by email

If I instruct any adviser to act on your behalf I will exercise due care in selecting the adviser. I will not be responsible for any act or omission on the part of such adviser, by itself, its servants, and agents or by others engaged by that adviser to act on your behalf.

## **Advice**

**I cannot be an expert in every field of law any/or misunderstandings can also arise during conversations or discussions, accordingly any advice given to you must be in writing.** Should you wish to rely any verbal advice to you are specifically requested to request that it be given in writing. I reserve the right to require that you obtain a specialist opinion or qualify any advice with the proviso it is subject to specialist.

Unfortunately typing and other errors can occur in any written documentation. I apologise in advance for these and, in so far as they are in documents to relied upon, **I expect you to check documents most carefully.** Costs are contained by not employing secretarial staff, but you are expected to take additional care in checking documents as a result. If you do not understand something or it looks incorrect you must ask.

I can only advise on the basis of the information supplied to me. I expect that you will supply me with all relevant information. If in doubt, please supply it to me.

I do not advise clients of their rights at the request of banks/ building societies, as I consider this creates a conflict of interest. I will, however, arrange for a client to receive this advice by another solicitor.

If you have any doubts about my advice, please ask me to explain my advice again, until you are satisfied. A misunderstanding of the information supplied or lack of full information may result in incorrect advice being given.

I do not undertake to keep an ongoing review of your circumstances or to record/diarise and/or remind you of any key dates or limitation periods and it is incumbent on you to contact me to discuss your personal and financial circumstances on an annual basis or whenever they may materially change. I also do not accept any liability or obligation to advise you of any changes in legislation or taxation which may directly or indirectly necessitate you to change your Will or otherwise to arrange your affairs.

If you decide you wish to take on part on any work we have offered to do, the responsibility is yours. We cannot be responsible for any acts, oversights and/or omissions or any extra costs that might arise if the matter moves from my control. I.e. if you take control, you take responsibility. We will only respond to your specific requests and cannot be responsible as you have had access to information. An example of this is where you decide to undertake responsibility for administration following a grant of probate.

## **Safe Custody**

I do not provide a safe custody facility. If I recommend any such facility I will not be responsible for any act or omission on the part of such provider, by itself, its servants, and agents or by others engaged by that provider to provide such facility on your behalf. If any documents are left with me on a temporary basis, I accept no responsibility for their safe custody.

I recommend that you keep copies of any documents supplied to me and documents of importance are delivered by hand to me during our core office hours. If sent by recorded delivery, I make a charge for receiving them. If you do not receive a receipt for any such documents from me or any safe custody provider you should enquire to ensure safe receipt.

## **Professional indemnity insurance Compulsory layer**

I have compulsory professional indemnity insurance of £2 million in accordance with the requirements of - the Solicitors' Regulation Authority. The insurer may vary from year to year I have used St Giles Group 4 Theobald Court Theobald Street Borehamwood Hertfordshire WD6 4RN as broker. Our liability to you for a breach of your instructions shall be limited to £2million, 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 will not be responsible if you decide to undertake part of the work yourself.

Should any of my work require correction, you will allow me to do so before asking others to make such corrections

## **Professional indemnity insurance Limitation of Liability**

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Where we have made an error that is correctable by ourselves we would expect you to allow us the opportunity to do so before requesting a refund of costs.

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

I always recommend that complex matters and all tax matters are double checked by experts and if you wish a second opinion, then you may – and should - have our work checked by a third party of your choice or on my recommendation. Should you decide not to do so in these circumstances, the risk is yours.

## **Equality and diversity**

I am/we are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact me if you would like a copy of my equality and diversity policy.

Should you express racist, homophobic, male (or female)/chauvinistic, religiously intolerant, anti-disability or anti-human rights or other anti-equality and diversity views, I reserve the right to take issue with you and to terminate my retainer, without refund

## **Third Parties**

I accept no responsibility in respect of any act or omission of any third party placing reliance on the performance of our services for you or on the advice given by us to you.

I accept you instruction on the basis that I may deal with third parties at my absolute discretion. It is unlikely that such work will be covered by any agreed fee and it will be chargeable on a time basis.

All information and advice of whatever nature given by me to you is for your sole use and shall not be disclosed or made available to third parties without my prior consent

If you intend to publish or otherwise reproduce any part of the information or advice given by us to you, you hereby agree to allow us to approve the draft text prior to publication and to withhold consent. No such advice is intended to be relied upon by third parties

If you were to die and I am asked to provide a statement relating to the execution of the will and the circumstances relating to its preparation (the Law Society recommended that such statements be given in the "Guide to Professional Conduct of Solicitors 1999 at page 450 which, in itself, it reflected the decision of the Court of Appeal in Larke-v- Nugus (1979)) or any other work we may have undertaken on your behalf we shall make a standard advance charge of five hundred pounds + VAT ( if appropriate) to supply such information and then on our (or our successors) standard hourly ratesat that time. We accept your instructions on the understanding that you agree and instruct us to only supply the information on this basis that funds and costs are payable by your estate.

## **Transfer of Files and File Storage**

I shall retain your paper file for a period following completion of my work. At a point to be determined by me, I shall destroy your file without notice to you, but shall seek to retain a copy electronically (currently in PDF format). I cannot be responsible should the data become corrupted or otherwise in accessible. Should you require any advanced data recovery in these circumstances, I shall provide assistance, but the costs will be your responsibility. At the end of a matter you may request your papers and arrange for their collection provided all costs outstanding (including any not yet invoiced) at the end of any matter. If, however, the file is placed in my closed filing system I make a charge of £15.00 (+ VAT) per annum for storage, payable on extraction of the file/data. Not all the papers in the file are a client's property and I reserve the right to retain those. I may destroy the file without further reference to you after the completion of my work for you except for any papers you specifically ask to be returned during the period of my work. If you require confidential destruction of the file (other than shredding) you should contact me to arrange for its collection as I do not provide such a service. I also make an advance charge for the transfer of your file/electronic data to another firm (currently £65.00 + VAT) + the time costs of collation – see above.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for:

- Time spent producing stored papers that are requested
- (Re-)reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

## **Client Funds**

The maintenance of separate client accounts are an expensive administrative burden I wish to avoid. Therefore, **I do not hold client monies.**

Accordingly, no payments should be made into my bank account other than sums due to agreed/invoiced and already me. Any payment for combined client monies/ fees due must be refused and will be returned

Should I be asked to hold cheques payable to third parties on file, I cannot be responsible for any loss in interest arising from delay in payment or for problems arising from clearance. Cheques are small in size and are particularly easy to misplace. If sending them by post, please staple them to an A4 sheet of paper.

You guarantee that all funds with which you ask me to become involved have been lawfully acquired and not derived from or otherwise connected with any unlawful activity. If I have any doubts as to the source of funds I am bound by law to notify the authorities. This may require me to delay or suspend acting on your behalf without notice to you. Your instructions are accepted on the basis that should such circumstances arise I will not be liable for any loss that may arise. In normal course, I am legally obliged to undertake identity and proof of address (Money laundering) checks at the commencement of instructions respect of all clients. You should bring up to date proof of identity (passport and driving licence) AND address (utility bill, bank statement or council tax bill) to every meeting with me. Additional visits to have these checks made will incur additional costs.

You will not request me to take any action whatsoever in relation to the funds so as to contravene any law or regulation in force from time to time in England and Wales or in any other place whatsoever and I reserve the right not to comply with a request, which in my view could result in such contravention.

## **Transfer and Transmission of Funds**

All transfers and transmissions of cheques/ bankers drafts are made at the client's risk and I shall not be liable for any loss, damage or delays howsoever caused which are not directly caused by gross negligence on the part of myself any of my employees. Either I or other parties may have to refrain from proceeding in any matter as a consequence of the effect of financial regulations. I cannot be responsible for any loss that may arise and any instructions I receive are on the basis that you are able to make alternative arrangements and that no responsibility or liability falls on me.

I do not have a client account and should the circumstances arise and additional cost result you will be responsible for those costs.

## **Remuneration from third parties**

Subject to receiving your specific consent in each case, I shall be entitled to retain any benefit (whether direct or indirect) and including but not limited to all commissions, fees or other remuneration obtained. In particular, if I refer your work to other solicitors that firm may pay me by way of a share in fees it receives

It may be that in relation to work introduced to another solicitor, I shall receive a fees or share in the fee that solicitor charges you. I shall inform you of any such fee received and shall require your consent to retain it.

In particular, if I act as your executor I may charge a fees for the acting as such as well as receiving a fee/shared fee for administration of an estate.

## **Additional Services**

I offer various specific services. I will act in such a capacity only under specific terms agreed in advance in writing and the relevant terms of business will apply in addition to the terms of business set out herein.

If it appears to us that you or any others referred to in the file may benefit from our financial advisory services I may (unless you specifically request otherwise) make a referral to an appropriate independent financial adviser or firm who will contact you to see if they can be of assistance.

## Legal Aid Matters and other sources of payment of legal advice

I do not undertake Legal Aid work, but you are reminded that if you believe you are on a limited income that you should enquire to ascertain whether you might be entitled

You may also be entitled to assistance under insurances or memberships. I will not necessarily be aware of these and so it is for you to check. Please raise these with me specifically and bring any policies with you for checking.

## Acceptances

These terms and conditions will apply in respect of all services actually provided by us, whether or not there shall be in existence any written or other express acceptance. I reserve the right from time to time to vary these terms and conditions. I will attempt to post the current versions will be posted on my Website [www.grahamcolley-solicitor.co.uk](http://www.grahamcolley-solicitor.co.uk), however, if an up to date edition will be emailed (or posted) to you at your request - at no cost if the request is in writing (post or email) or by phone during or core office hours.

## Client Care

I have a client care procedure, which is set out below in the section 'Solicitors Costs Information and Client Care Code'. Where the circumstances arise you agree to follow the procedures it outlines. In particular, it requests that you will attend any meeting organised or proposed to resolve matters.

**It is an absolute requirement of my acting for you agree that you seek to resolve any complaints or cost disputes by coming to a face to face meeting with me at my office**

## Regulation

I am qualified both as a solicitor and as an independent financial adviser. **It is important that you are aware which organisation regulates which activity:**

- As a solicitor, I am regulated by the Solicitors Regulation Authority ("SRA").
- **The Financial Conduct Authority regulates** any investment advice I give as an independent financial adviser and, in particular, the sale and purchase of investments and other financial products.

As a solicitor, I can provide certain limited services in relation to financial matters, provided they are closely linked with the legal services I am providing to you. When I do so the SRA regulates me. In order to try to avoid any misunderstanding, I set out in a separate section details of such work. Apart from in general terms, I do not give or offer to give such advice as a solicitor. If you want financial advice you must engage me (or another) as an IFA.

As a solicitor I am not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to my IFA firm or someone who is authorised to provide the necessary advice.

Any quarterly retainer paid to me as a solicitor does not entitle any financial services advice from GTM.

The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent complaints-handling body that deals with complaints concerning all legal professionals. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

## Financial Services / providing exempt insurance mediation

I am not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation 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 Services website at [w.fca.org.uk/](http://w.fca.org.uk/).

I have a financial relationship with GTM Financial, a firm of Independent Financial Advisers, in so far as I/we share costs and resources with them. I am a partner in GTM Financial, as is Mrs. Anita Mann who assists me. However GTM Financial makes no referral payment to Graham Colley – Solicitor for any referral that might arise.

Despite this financial relationship with GTM Financial I will provide you with independent advice and you are able to raise questions with us about any aspect of your case/transaction. You are free to choose any financial adviser of your choice, although I/we would always recommend an Independent Financial Adviser using

Any information you provide to us during your case/transaction will not be used by GTM Financial unless you agree (in writing) to use them. However, because we are acting both for you and GTM Financial in your case/transaction, we may have to stop acting for both of you in your case if there is a conflict of interest. Certain facilities, such as premises, computers and telephones are used jointly with GTM Financial and your instructions are accepted on the basis that you accept this

## Jurisdiction

I am only qualified to advise on the Laws of England and Wales. It is for you to consult your overseas lawyer or to seek appropriate advice before consulting me. On your instruction I shall obtain specialist advice in relation to any other jurisdiction. You will have a direct relationship with any lawyer who advises you in this regard. These terms of business and our letter of acceptance of instructions shall be governed and construed in accordance with the laws of the England and Wales and you hereby agree to submit to the non-exclusive jurisdiction of the courts of England and Wales in connection therewith and further waive the right to object to an action brought in the courts of England and Wales on the basis of an action brought in an inconvenient forum

## Solicitors' Costs Information and Client Care Code

The main object of the code is to make sure that clients are given the information they need to understand what is happening generally and in particular on:

- (i) The cost of legal services both at the outset and as a matter progresses; and
- (ii) Responsibility for clients' matters.
- (iii) The code also requires firms to operate a complaints handling procedure.

Requirement	Information	Other sources of information
The solicitor should give the client the <b>best information possible about the likely overall costs</b> , including a breakdown between fees, VAT and disbursements.	The Practice usually operates initially by retainer details of which are set out in the retainer letter. The Practice is registered for VAT. Clients are responsible for direct payment of Disbursements to others these will be agreed and payment made before work is undertaken. If a matter is not suited to an agreed fee (or where work may be done outside of an agreed fee) a current statement of costs will be given at suitable times (preferably at meetings –see above)	Agreed fees are as set out at the outset.(Agreed fees are only for the detailed work described The normal range of fees for probate work is £500-5000. For contentious probate the range is £600- 80,000 In addition to the retainer with the practice, payment will be required in advance for special projects. Where specialists/other solicitors are instructed, clients will enter into fee agreements direct with such providers. Fees charged by specialist may include costs charged by the practice.
The solicitor should explain clearly to the client <b>the time likely to be spent in dealing with a matter, if time spent is a factor</b> in the calculation of the fees	Time is not a factor in retainer, or agreed fee work but it is anticipated that use of the Practice's time will be commensurate. If a matter is not suited to an agreed fee (or where work may be done outside of an agreed fee) a current statement of costs will be given at suitable times. If a matter is approaching completion the details of costs may await completion of the matter	Where specialist solicitors are instructed time charges may be included in the fees charged by specialists.
The solicitor should, in an appropriate case, explain to a privately paying client that <b>the client may set an upper limit on the firm's costs</b> for which the client may be liable without further authority. Solicitors should not exceed an agreed limit without first obtaining the client's consent.	The retainer is an agreed fee which may be ended by the client. Other costs are fixed and shall be a 'contentious/non contentious business agreement' pursuant to Section 57 Solicitors Act 1974. If work is on a time basis you may inform me in writing of a maximum cost or limit  Please see above	<ol style="list-style-type: none"> <li>1. Where specialists are instructed, clients should be satisfied that the basis of charging is agreed</li> <li>2. Whilst your rights to ask a court to assess my costs are not affected under, Section 57 Solicitors Act 1974. The Law Society. Remuneration Certificate procedure is no longer available</li> </ol>

<p>The solicitor should make it clear at the outset <b>if an estimate</b>, quotation or other indication of cost <b>is not intended to be fixed</b>.</p>	<p>Many of the Practices charges are fixed and payable in advance and are not refundable. If this is not the case you will be informed. Some work may be fixed for specific work and on a time basis for work not included in that fixed fee.</p>	<p>Fees may be agreed in advance for a set number of hours work. Once this is reached then it may be exceeded at my discretion</p>
<p>The solicitor should also explain to the client <b>how the firm's fees are calculated</b> except where the overall costs are fixed or clear. If the basis of charging is an hourly charging rate, that must be made clear.</p>	<p>Many of the Practices charges are fixed. Some work may be fixed for specific work and on a time basis for work not included in the fixed fee. Please see above and my leaflet "how I calculate my costs"</p>	<p>If a matter is referred to a specialised firm, the practices costs on an hourly basis may be incorporated into that firm's invoice. Current Hourly rates Graham Colley £200 others £50- 120.</p>
<p>The solicitor should explain clearly to the client <b>the time likely to be spent in dealing with a matter, if time spent is a factor</b> in the calculation of the fees</p>	<p>Time is not a factor in retainer, or agreed fee work but it is anticipated that use of the Practice's time will be commensurate. If a matter is not suited to an agreed fee (or where work may be done outside of an agreed fee) a current statement of costs will be given at suitable times. If a matter is approaching completion the details of costs may await completion of the matter</p>	<p>Where specialist solicitors are instructed time charges may be included in the fees charged by specialists.</p>
<p><b>Litigation costs</b></p> <p>The solicitor should discuss with the client how <b>and when</b> any costs are to be met, and consider:-</p> <ul style="list-style-type: none"> <li><b>i.</b> Whether the client may be eligible and should apply for legal aid (including advice and assistance);</li> <li><b>ii.</b> Whether the client's liability for their own costs may be covered by insurance;</li> <li><b>iii.</b> Whether the client's liability for another party's costs may be covered by pre-purchased insurance and, if not, whether it would be advisable for the client's liability for another party's costs to be covered by after the event insurance (including in every case where a conditional fee or contingency fee arrangement is proposed);and</li> <li><b>iv.</b> Whether the client's liability for costs (including the costs of another party) may be paid by another person e.g. An employer or trade union.</li> </ul>	<p>Agreed costs (a fixed fee for fixed work) are payable in advance at the outset and are not refundable</p> <p>The practice does not offer a Legal Aid service. If cost outside of the Practices retainer basis are likely then, if appropriate, legal Aid will be discussed</p> <ul style="list-style-type: none"> <li><b>i.</b> Clients should draw any possible insurance cover to the practices attention</li> <li><b>ii.</b> The Practice may refer any litigious matters to a third party firm of solicitors who will be responsible for any such arrangements. Any discussion of this issue will be in general terms</li> <li><b>iii.</b> As in previous paragraph</li> </ul>	<p>If it is agreed that fees are to be paid at the conclusion of a matter, on grant of Probate, or termination of retainer the fees become payable immediately on the occurrence of any of those situations</p>
<p><b>Cost-benefit and risk</b></p> <p>The solicitor should discuss with the client whether the likely outcome in a matter will justify the expense or risk involved including, if relevant, the risk of having to bear an opponent's costs.</p>	<p>This will be discussed with clients. In all litigation cases, clients are recommended to seek Counsel's advice.</p> <p>Clients are advised that they should embark on litigation as a last resort as the costs seldom outweigh the cost advantages. Litigation should never be embarked on as a matter of principal</p>	



Additional information for particular clients		
<p><b>a) Legally aided clients</b></p> <p><b>Third Party responsibility</b></p> <p><b>b) The solicitor should explain to the client the client's potential liability for the client's own costs and for those of any other party, including:</b></p> <p><b>i.</b> The fact that the client will be responsible for paying the firm's bill in full regardless of any order for costs made against an opponent;</p> <p><b>ii.</b> The probability that the client will have to pay the opponent's costs as well as the client's own costs if</p>	<p>N/A as the practice does not undertake legal aid work</p> <p>These will be discussed if the client is relying on a third party to be responsible for their costs.</p> <p>Please note that Third Parties, whether opponents, courts, registries can incur costs, of which you are unaware</p>	
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<p><b>b. Third Party responsibility</b></p> <p>The solicitor should explain to the client the client's potential liability for the client's own costs and for those of any other party, including:</p> <ul style="list-style-type: none"> <li><b>i.</b> the fact that the client will be responsible for paying the firm's bill in full regardless of any order for costs made against an opponent;</li> <li><b>ii.</b> the probability that the client will have to pay the opponent's costs as well as the client's own costs if the case is lost;</li> <li><b>iii.</b> the fact that even if the client wins, the opponent may not be ordered to pay or be capable of paying the full amount of the client's costs; and</li> <li><b>iv.</b> the fact that if the opponent is legally aided the client may not recover costs, even if successful</li> </ul>	<p>These will be discussed if the client is relying on a third party to be responsible for their costs.</p> <p>Please note that Third Parties, whether opponents, courts, registries can incur costs, of which you are unaware</p>	
<p><b>Liability for third party costs in non-contentious matters</b></p> <p>The solicitor should explain to the client any liability the client may have for the payment of the costs of a third party. When appropriate, solicitors are advised to obtain a firm figure for or agree a cap to a third party's costs.</p>	<p>This should be noted by clients</p>	
<p><b>The solicitor should keep the client properly informed about costs as a matter progresses.</b> In particular, the solicitor should:</p> <ul style="list-style-type: none"> <li><b>a.</b> Tell the client, unless otherwise agreed, how much the costs are at regular intervals (at least every six months) and in appropriate cases deliver interim bills at agreed intervals;</li> <li><b>b.</b> Explain to the client (and confirm in writing) any changed circumstances which will, or which are likely to affect the amount of costs, the degree of risk involved, or the cost-benefit to the client of continuing with the matter</li> <li><b>c.</b> Inform the client in writing as soon as it appears that a</li> </ul>	<p>Where fees are agreed in advance, it is envisaged that clients of the practice will be aware in advance of any cost involved.</p> <p>In cases where I have agreed to be paid on conclusion or delayed payment, I shall endeavor to advise clients on a £1500- 3000 basis unless circumstances make impractical</p> <p>Current statement of costs will usually be supplied at meetings with clients for discussion/ approval – see above.</p> <p>Clients are encouraged to request current statement of costs whenever they are concerned</p> <p>The Practice cannot be responsible for costs of other firms of solicitors or their information. These must be dealt with direct with any such firm</p>	

<p>costs estimate or agreed upper limit may or will be exceeded; and</p> <p><b>d.</b> Consider the client's eligibility for legal aid if a material change in the client's means comes to the solicitor's attention.</p>		
<p><b>Client care and complaints handling</b></p> <p>Every solicitor in private practice must ensure that the client:</p>		
<p>Is given a <b>clear explanation of the issues raised in a matter</b> and is kept properly informed about its progress (including the likely timescale);</p>	<p>This will apply in relation to specific project, but not general advice under a retainer with the practice</p>	
<p>Is given the name and status of the person dealing with the matter and the name of the principal, responsible for its overall supervision</p>	<p>Graham Colley is responsible for all client matters and is assisted by Mrs. Anita Mann and others from time to time. Only advice given by Graham Colley and in writing may be relied upon</p>	
<p>Is told whom to contact about any problem with the service provided</p>	<p>Graham Colley</p>	
<p>Have a and ensure that complaints are handled in accordance with it; and ensure that the client is given a copy of the complaints procedure on request</p>	<p><b>Written complaints procedure:</b></p> <p>All complaints should initially be raised with Graham Colley (or Anita Mann). In the first instance the client agrees to meet with Graham Colley to discuss and Attempt to resolve any problems. (Acceptance of this is a fundamental agreement of my instructions from you as a client and if you are not prepared to accept this you Should not continue to instruct me). If problems remain unresolved, then the client agrees to third party mediation as a second stage prior to a formal complaint to the Legal Ombudsman.</p>	

## LETTER OF ENGAGEMENT AS MY /OUR SOLICITOR

I/ we wish to retain you on our behalf to act as our solicitor upon your Terms of Engagement and cost schedules a copy of which has been explained and I/we have signed.

I/we understand that the work you may undertake within the retainer is:

### Initial Work (Wills)

- To provide advice by telephone or in a further short meeting in relation to our draft Wills
- To attend at the signature of your wills at your offices during your core office hours; (This is treated as a discount provided the retainer is maintained)
- To write to our (non-spouse executors), informing to inform them where you inform us your will is located;
- To supply a copy of your Will for our records
- Additional time outside of the agreed fee(This is treated as a discount provided the retainer is maintained)

### Basic Retainer

- a) With my agreement, Inform others that you act as our solicitor
- b) We may nominate me as executor of our will;
- c) You will advise on amendments to our existing will;
- d) To provide rewrites of our wills (subject to your terms of engagement)
- e) I shall provide verbal/telephone advice to us and our children(aged under 21) on a legal problem
- f) At your discretion, we may meet with you (at your office) to discuss legal problems
- g) We shall review together (at your request) your legal circumstances/ issues of Concern Inheritance tax addition
- h) If you are a client likely to be affected by Inheritance tax or care costs, reviews (at your instigation) of your circumstances in the light of changes in inheritance tax law.

### Business Addition

- i) Verbal / telephone advice to you and those in your business on legal matters that may affect it
- j) To attend meetings with bank managers, accountants and others where your business affairs may be discussed.

I/ we understand that

- Work in addition to the retainer is at extra cost. (Time spent engaged in additional meeting(s) or advice in relation to Wills or other matters and attendance are non-chargeable provided the retainer is maintained for a period equivalent to the costs involved)
- The retainer is subject to the Client Care Information
- The terms of this retainer may be altered by you on 14 days' notice tome/us

**Please note** that the first payment on the standing order will be when it is sent to the bank and the first quarterly payment will commence one month after and thereafter every quarter. Please ensure that you check your bank statements to ensure the Bank does not set it up as a monthly payment. No refund is given if a retainer is overpaid.

I /We confirm I/we have received a copy of this letter (written intimation of costs). I/we note that the retainer fees are inclusive of VAT and this constitutes a VAT invoice and I/we agree I/we will only be supplied with a VAT receipt (Registration number 980 8624 85) on request

### Complaints Procedure

Prior to a formal complaint to the Legal Ombudsman:

1. The client (or clients jointly) lodge(s) a written complaint at 27 Gun Tower Mews Rochester ME13GU
2. Complaint is acknowledged by Graham Colley – Solicitor (GCS) to the client with 10 days inviting the client to a dispute resolution meeting at 27 Gun Tower Mews
3. The Client and GCS agree a mutually convenient time for a dispute resolution meeting within four weeks of the date of the acknowledgement

## Explanation of Financial Services Regulation SRA/ FCA

Whilst I am a solicitor, I am also qualified as an Independent Financial Adviser. All work undertaken by me that requires **authorisation** by the Financial Conduct Authority ("FSA") is regulated by the FSA.

As a solicitor **regulated** by the Solicitor's Regulation Authority I can give **generic advice** e.g.

- Advising on the differences between an endowment mortgage, a pension mortgage and a straighter payment mortgage.
- Advice relating to investments generally or to a class of investments.
- Discussing the various options available without referring to particular investments.
- Advice relating to investments generally or to a class of investments

**I can arrange a transaction on behalf of a client with or through an independent financial adviser. I/we understand that if I use the firm with whom you are an independent financial adviser, you are regulated by the FSA, and has different terms of business, complaints and compensation procedure.**

**Any financial work which involves transactions which involve advising in the transfer acquisition or purchase of investment, insurances or mortgages will not be undertaken by me as a solicitor.**

However, my practice may undertake the following work, which it may **reasonably be regarded as a necessary** part of the professional service of a solicitor.

### A. Conveyancing Work

I can advise on the disposal of life policies NB. Surrendering the policy is rarely the best way of realising the full value of the policy

I can **arrange the disposal** of a life policy

I cannot **recommend that you to buy** a life policy but you can:

- Explain the transaction to the client and give advice provided that the advice does not amount to a recommendation to enter into the transaction;
- Give negative advice that is, advise the client not to buy the life policy;
- Obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person.

I can **advise on and/or arrange** the acquisition or disposal by way of an assignment, of a life policy.

Where a pension mortgage is linked to a personal pension scheme I **cannot recommend a client to buy or sell rights or interests** in the personal pension scheme but I can:

- Explain the transaction to the client and give advice on the acquisition of such rights or interests provided the advice does not consist of a recommendation to enter in to the transaction;
- Give negative advice, that is, advise the client that the client should not buy such rights or interests;
- Obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person.

I can safeguard and administer policies linked with mortgages in connection with a conveyancing transaction, although in most cases you will only be safeguarding such policies and so will not be carrying on a *regulated activity*.

### Management or Service Companies

I can **deal as agent, advise on and/or arrange the purchase** of shares in a management or service company.

I can safeguard and administer shares in connection with a conveyancing transaction, although in most cases I will only be safeguarding such shares and so will not be carrying on a *regulated activity*

## 2. Corporate Work

**Shares, debentures and other securities** are investments. **Pension policies and life policies** are investments; they fall within the definition of contractually based investments.

### ***Sale of a body corporate***

I can deal as agent, arrange deals in investments or advise on investments where the dealing, arranging or advice relates to a transaction which involves the sale of a body corporate provided that certain conditions in the exclusion are met (FSA Perimeter Guidance (Section 1.20.9G – 1.20.14G). the conditions basically require that the object of the sale/purchase must be the acquisition of the day-to-day control of the affairs of the company

I can deal as agent, make arrangements, safeguard and administer or give advice where it may **reasonably be regarded as a necessary part** of other professional services. This exclusion is also subject to the condition that there is no separate remuneration for carrying on the activities in question.

I can **advise on and/or arrange the sale** of a client's shares etc. in a public or private company

However if you are a "lay" individual in his or her personal capacity or an individual acting in the course of a business the rules naturally are more restrictive. I cannot, as an unauthorised solicitor, advise you relation to the purchase of shares in listed companies or in response to public offers

Accordingly I **cannot recommend** that you buy shares etc., but I can:

- Explain the transaction to the client and give advice on the purchase (provided that the advice does not consist of a recommendation to acquire shares etc.);
- Give negative advice, that is, advise the client that the client should not buy the shares etc.;
- Obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person

### **Key man insurance/life policies**

I can **advise on the disposal** of life policies but you must ensure that you are competent to do so and must consider all possible means of disposal. For example, selling on the second-hand policy market, conversion of joint life policies to single life, assignment, making policies paid up or surrendering the policy

**NB. Surrendering the policy is rarely the best way of realising the full value of the policy.** I can **arrange the disposal** of a life policy

I **cannot recommend a client to buy** a life policy but you can:

- Explain the transaction to the client and give advice provided that the advice does not amount to a recommendation to enter into the transaction;
- Give negative advice, that is, advise the client not to buy the life policy;
- Obtain advice from, and / or endorse a recommendation given by, an authorised or exempt person.

I **cannot recommend a client to buy or sell rights or interests** in a personal pension scheme but I can:

- Explain the transaction to the client and give advice on the acquisition of such rights or interests provided the advice does not consist of a recommendation to entering to the transaction;
- Give negative advice, that is, advise the client that the client should not buy such rights or interests;
- Obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person



### 3. Matrimonial Work

Matrimonial work almost inevitably comes across a wide range of different investments. In some cases the value of the investments will be high and firms will naturally involve independent authorised persons in the best interests of their clients. In many cases, however, the investments may be limited and the choice also limited, sometimes by directions in a Court Order.

In most family situations, clients are not acquiring investments for the first time. What is involved is a transfer of assets between the parties in an equitable or agreed way. There is unlikely to be any difficulty in complying with the condition that any *exempt regulated activity* must arise out of or be complementary to another professional service. The areas where solicitors may not have sufficient competence to advise alone will normally be in relation to the valuation of a variety of investment products and perhaps the method of disposal

#### Personal pension schemes (rule 5(2))

I cannot **recommend a client to buy or sell rights or interests in a personal pension scheme** but I can:

- Explain the transaction to the client and give advice on the purchase or sale of such rights or interests provided that the advice does not consist of a recommendation to entering to the transaction;
- Give negative advice, that is, advise the client that the client should not entering to the transaction;
- Obtain advice from, and /or endorse a recommendation given by, an authorised or exempt person.
- Safe guard and administer investments in connection with a matrimonial matter

I **cannot arrange the purchase** of rights or interests in a personal pension scheme except where I can assume on reasonable grounds that the client is not relying on the firm as to the merits or suitability of the transaction **but not** where the transaction involves a pension transfer or an opt out. This only affects arrangements which would bring about the transaction and would not prevent me from instructing an authorised person to make the arrangements.

I **will not as a solicitor arrange the disposal** of rights or interests in a personal pension scheme

### 4. Probate Work

I can do much of what is normal in a probate department without requiring FSA authorisation, (please remember I do not hold client funds) despite the fact that commonly estates contain a number of investments. In general there is little problem in complying with the "arising out of or complementary to" test in probate matters when either acting as or for personal representatives. However, as the test requires the services to be provided to a particular client, if the firm were to give advice to a beneficiary, then that would be a separate retainer and the basic conditions must be applied to that retainer. In these circumstances I would refer to an Independent financial adviser firm

Applying the broad principles, what distinguishes probate work is that solicitors on the whole are dealing with the disposal of investments rather than the purchase. However, in large estates, decisions in relation to the sale of *packaged products* and in particular, shares in public companies, will benefit from advice from an authorised person to ensure that the solicitor is providing a fully competent service.

I can deal, arrange, manage, safeguard and administer, send dematerialised instructions and advise, provided that satisfies certain conditions:-

#### a) No additional remuneration

For the activities of **arranging, managing, safeguarding and administering and advising**, I must not receive remuneration as a solicitor for carrying on the *regulated activities* in addition to any remuneration I may receive for providing the services of a personal representative. However, I will not be regarded as receiving additional remuneration merely because my remuneration is calculated by reference to time

spent. This means that the fact that I may charge on a time basis and spend a certain amount of time carrying on a particular *regulated activity* would not result in me falling foul of this condition. (See FSA Perimeter Guidance, 1.20.2G)

Where **advising** this exclusion is limited to advice given to fellow personal representatives:

In addition, for the activities of **dealing, managing and safeguarding and administering**, I must **not** hold myself out as providing such a service as part of my solicitors practice.

I can deal as agent, make arrangements, safeguard and administer investments or give advice, where it may **reasonably be regarded as a necessary part** of other professional services. For example, where I advise and arrange for the sale of all assets to pay the debts or beneficiaries. Whilst I may be able to use this exclusion where all assets are sold, it is less likely to apply when it requires me to select which assets are to be sold, when it would be appropriate to seek advice from an authorised person. This exclusion is also subject to the condition that there is no separate remuneration for carrying on the activities in question.

**Where I am a personal representative I can** deal as principal, advise on and/or arrange the disposal of **all types of investments in the estate in accordance with the terms of the will or intestacy, whether or not there are also lay personal representatives.**

I can safeguard and administer investments in connection with the winding up of an estate

If I am a **sole personal representative**, this fact will potentially mean that the practice is managing investments in circumstances involving the exercise of discretion. In such circumstances, I can manage investments provided that either:

- All routine or day to day decisions, so far as relating to that activity, are taken by an authorised or an exempt person; or
- Any decision to enter into a transaction, which involves buying or subscribing for an investment, is undertaken in accordance with the advice of an authorised or exempt person.

## Trust work

In most cases, if firms are acting as and/or are advising trustees generally on legal and tax implications arising from the trust and are administering the day to day activities of the trust, then it is likely that this basic condition will be met. The distinction between trust and probate work is that firms acting as or for trustees will often be involved in the purchase of investments as well as the disposal of investments. I will normally have to take advice when buying particularly where I am involved in discretionary management. The exclusions for using an authorised person will be useful in circumstances where the exclusions for trustees and personal representatives do not apply. Again, to be on the safe side, consider the broad principle and take appropriate advice even when disposing of *packaged products* or shares in public companies. After dealing with the usual questions, this chapter also looks at the position of nominee, executor and trustee companies, and at regulated mortgage contracts.

For the activities of **arranging, managing, safeguarding and administering and advising**, I must not receive remuneration as a solicitor for providing the *regulated activities* in addition to any remuneration I may receive for providing the services of a trustee.

In addition, for the activities of **dealing, managing and safeguarding and administering**, I must **not** hold yourself out as providing such service.

I can deal in investments, advise on and/or arrange the **disposal of Shares, debentures, government and public securities etc.**

**I cannot recommend a client or a co-trustee to buy** shares etc., but I can:

- Explain the transaction to the client and give advice on the purchase provided that the advice does not consist of a recommendation to acquire shares etc.;

- Give negative advice, that is, advise the client that the client should not buy the shares or debentures;
- Obtain advice from, and /or endorse a recommendation given by, an authorised or exempt person.
- Deal in investments and/or arrange the purchase of shares etc.

I can advise on and/or arrange the **disposal** of. **Unit trusts, shares in open-ended investment companies (OEICS) and shares in investment trust savings schemes but I will not as a solicitor advise or arrange the disposal** of such rights or interests

**I cannot recommend a client to buy arrange the purchase of** unit trusts etc. but I can:

- Explain the transaction to the client and give advice on the purchase provided that the advice does not consist of a recommendation to buy or subscribe for any unit trust etc.;
- Givenegativeadvice,that is,advise the client that the client should not buy or subscribe for the investment;
  - Obtain advice from, and/or endorse a recommendation given by ,an authorised or exempt person

### **Attorneys / Receivers**

There is a special exclusion for attorneys, in relation to the activity of managing investments - but this requires the use of an authorised or exempt person.

## Contracts made in homes or workplaces or during excursions

### NOTICE OF THE RIGHT TO CANCEL

This Notice has been provided to you because you have entered into a contract to which the Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008 ('the Regulations') apply. The contract is for the supply to you of goods or services. The person providing the goods or services is referred to in the Regulations as 'the trader'.

Under the Regulations, you have the right to cancel this contract if you wish to do so. This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

In order to exercise your right to cancel the contract, you need to deliver or send a cancellation notice, that is, a written notice that you wish to cancel the contract. You can use the cancellation form provided below if you wish, but you do not have to do so. You can send your notification by email if you prefer.

Any cancellation notice should be delivered or sent to Graham Colley at 27 Gun Tower Mews Rochester Kent ME1 3GU or at [solicitor@grahamcolleysolicitor.com](mailto:solicitor@grahamcolleysolicitor.com).

You have 7 days in which to serve a cancellation notice. The period of 7 days begins with the date when you receive this Notice. This 7 day period is referred to in the Regulations as 'the cancellation period'.

Under the Regulations, a cancellation notice is treated as being served as soon as it is sent or posted to the trader. A cancellation notice sent by electronic communication is treated as being served from the day when it is sent to the trader.

If you agree in writing that the performance of this contract should begin before the end of the cancellation period, then even if you cancel the contract you may still be required to pay for goods or services supplied before the cancellation.

If you enter into a related credit agreement, then that agreement will be automatically cancelled if the contract is cancelled. A 'related credit agreement' means an agreement under which fixed sum credit which fully or partly covers the price under the contract is granted to you by the trader or by another person under an arrangement made between that person and the trader.

The identity of the trader providing goods or services under this contract is Graham Colley The reference number, code or other details to enable the contract to be identified is None This Notice is dated [the date of the fee agreement]

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

To: Graham Colley – Solicitor, 27 Gun Tower Mews Rochester Kent ME1 3GU

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

Standard Fees to retained clients  
 (Subject to VAT at current rate)  
 Non-retained clients should add approx. 50% to stated fee.  
 These may be varied from time to time

Work	VAT (Registration number 980 8624 85)	Retained	Non Retained	No	£
<b>Basic retainer -£25 /Inheritance/Assetretainer£25 / Business retainer £25-Per quarter</b>					
<b>Standard Single Will</b> (Appointing executors and leaving everything to children equally; including extended gifts powers of investment and advancement no IHT considerations. Single state under £350,000. Any Advice + additional trusts/work following meeting on retainer/time basis)		£115	£115		
<b>Standard Mirror Wills</b> (Appointing same executors and leaving everything to spouse and to children equally; not including exclusions of near relatives. Monetary gifts to grandchildren of under £10,000 each Powers of investment and advancement, no IHT considerations. Single property/home. Joint estate under £650,000 Advice following meeting on retainer/time basis) If differing provisions as single Wills		£135	£135		
<b>Additions (* apply if circumstances exist - i.e. not optional):</b>					
<b>*Any Exclusions/unequal shares + Exclusion Clause in Will</b>		£100	£150		
<b>Letter of Exclusion</b>		£75	£100		
<b>*Specific Gifts to Persons or Charities other than grandchildren (each gift)</b>		£15	£15		
<b>*Residuary Gifts other than to Children (including Charities)</b>		£25	£55		
* Addition where there are <b>IHT or multiple properties or larger estates ( assets over £300,000 per person per half hour (minimum ½ hour)</b>		£100	£100		
<b>Inclusion of additional person at all or part of meeting ( *or delays for consultation)</b>		£40	£60		
<b>*Absence of / locating names postcodes addresses etc not supplied prior to meeting (each)</b>		£10	£15		
<b>*Search for Land Registry Number</b> (or if not available at initial meeting)		£20	£30		
<b>Severance of Joint Tenancy+ Property Trust + Registration at HMLR</b>		£350	£525		
<b>Transfer of Equity</b> (Land Registry fees in addition)		£250	£325		
<b>* Advising on Capacity issues</b> (but not including any additional arrangements)		£80	£120		
<b>Letter to Doctors</b> re capacity – (other work on a time basis)		£75	£100		
<b>Disabled / Precaratory Trust / Discretionary Trust</b>		£150	£195		
<b>Lasting Powers of Attorney - With Will</b> (not including registration)	First	£120	£180		
	Second	£70	£150		
<b>Lasting Powers of Attorney – Separate</b>	Additional fee	£100	£ 90		
Graham Colley Hourly rate paid after fee agreement +VAT & if meeting over 2 hours		£250	£250		
External attendance fee/ Out of office hours	Adjusted rates for others	£0/100	£ 150		
Attendance at GTM to execute Will		£0	£75		
External Attendance to execute Will		£75	£150		
Rearranged appointment		£20	£20		
<b>Retained and Non retained totals</b>					
Credit Card Payment @ 3%		£5	£5		
Less deposit paid (£25.00+£5.00VAT)		£25	£25		
<b>Sub Total</b>					
<b>Other</b>		<b>VAT</b>			
		<b>TOTAL</b>			

I/we request authorise that you undertake the above work as a non-contentious business agreement pursuant to Section 57 Solicitors Act 1974as explained in your Terms of Engagement. I/we agree that this constitutes a written intimation of costs pursuant to the Solicitors Accounts Rules I/we understand that if I opt to be a retained client and receive a discount, the discount becomes payable, should I/we terminate the retainer before a sum equivalent to the discount is paid. We understand that if you undertake work in addition to the agreed fee work there will be additional costs

Signed: ..... Signed: .....  
 Print Name: ..... Print Name: .....  
 Date: ..... Date: .....

Received £	by
Cheque/Cash/Card	
with thanks	
Date:	

## How I calculate my costs ("Costs Policy")

As with all solicitors, my costs are subject to statutory regulation. The primary legislation is the Solicitors Act 1974. Subsidiary to that is the Solicitors' (Non-Contentious Business) Remuneration Order 1994 (S.I. 1994 No. 2616) which has now been replaced by the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

In relation to my costs this applies as follows:

### Agreed fee work

In relation to certain work which can be ascertained at commencement, I can charge an agreed fee pursuant to Section 57 Solicitors Act 1974 the full text of which can be found on the Office of Public Sector Information (OPSI) website <http://www.opsi.gov.uk/>

<http://bit.ly/2w66o0f>The fees for the agreed work are fixed at the commencement of the transaction with the client and the work is described in the acknowledgement to client letter. Work outside of this is not part of an agreed fee agreement and is chargeable under and on the principles contained in the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

The advantage to the client of an agreed fee is that the client knows that the fee is fixed for the work described. From my point of view the client pays for the work at the time of the agreement and therefore there is no problem in chasing recalcitrant payers. It also assists us with cash flow.

In most cases, we can deal with part of the work on an agreed fee basis and we have a prepared pro forma agreement, which a client signs once they are in agreement to proceed.

If the work we are requested or obliged to do is in addition to the work agreed the following apply:

### Work not covered by an agreed fee

Whilst, with agreed fee work, it is possible to evaluate the work because it is of a uniform or relatively uniform nature, in certain cases, the work cannot be ascertained in advance. If fees were agreed for this work and it proved to be much simpler, then it would be unfair on the client. Likewise if the work was to prove to be considerably more time-consuming or the time cannot be ascertained, it is unfair to the solicitor. In these cases the Solicitors' (Non-Contentious Business) Remuneration Order 2009 applies.

In effect, fees **"must be fair and reasonable"**.

Solicitors' (Non-Contentious Business) Remuneration Order 2009 applies states:

**"3. A solicitor's costs must be fair and reasonable having regard to all the circumstances of the case and in particular to-**

- (a) the complexity of the matter or the difficulty or novelty of the questions raised;**
- (b) the skill, labour, specialised knowledge and responsibility involved;**
- (c) the time spent on the business;**
- (d) the number and importance of the documents prepared or considered, without regard to length;**
- (e) the place where and the circumstances in which the business or any part of the business is transacted;**
- (f) the amount or value of any money or property involved;**
- (g) whether any land involved is registered land within the meaning of the Land Registration Act 2002;**
- (h) the importance of the matter to the client; and**
- (i) the approval (express or implied) of the entitled person or the express approval of the testator to-**
  - (i) the solicitor undertaking all or any part of the work giving rise to the costs; or**
  - (ii) The amount of the costs."**

These principles are not mathematical or accounting. *(Although some clients mistakenly believe that precise mathematical/accounting/bookkeeping calculations can be applied)*

## How this is applied to our costs

### (a) The complexity of the matter or the difficulty or novelty of the questions raised

Normally we consider matters not to have difficulty or novelty and make no additional charge. However, there may be circumstances where we would do so. Normally, if the matter is novel then any additional costs are included in the time for research/consideration.

### (b) The skill, labour, specialised knowledge and responsibility involved

Our hourly rates reflect the qualifications of those undertaking the work:

**Graham Colley** is a senior member of the solicitor's profession. He has been qualified for over 35 years. He is qualified not only with a law degree (LLB) but has a Certificat des Hautes Etudes Europeennes from the College of Europe, Bruges. He has an MBA (Masters of Business Administration) from City University (Cass) Business School, one of the world leading business schools. He is one of a small minority of solicitors (around 2-300 out of approximately 100,000 solicitors) with the dual qualification of Independent Financial Adviser. He has managed a large solicitors practice. He has held public elected office and is the research adviser to a member of the House of Lords. He is currently undertaking an MPhil/doctorate at the University of Kent.

**Anita Mann** is a qualified financial adviser (Financial Planning Certificate). She has accounting/bookkeeping qualifications and has a degree in Business Management awarded by the University of Kent.

Other secretarial/clerical assistance is charged at appropriate rates as indicated in the initial 'acknowledgement to client' letter.

### (c) The time spent on the business;

The time recording system that we use is "Amicus Attorney". This is a proprietary computer package purchased from Gavel and Gown UK Ltd the UK agents of a Canadian company of the same name. We have used it for over 10 years and have found it satisfactory for our purposes.

#### **Gavel & Gown say of themselves:**

##### **About Gavel & Gown Software**

Founded in 1993 and headquartered in Toronto, Gavel & Gown Software's mission is to make law firms more productive and profitable, while providing lawyers with greater peace of mind. Amicus Attorney is the world's leading practice management software for lawyers, with more than 250,000 legal professionals worldwide having invested in the product. Gavel & Gown's numerous achievements are recognized through the success of its customers and through its alliances with key strategic partners. As a measure of this phenomenal success, Amicus Attorney has won more than 30 prominent industry awards, has been endorsed by major law societies and has been recognized by independent surveys as the most widely used practice management software in the USA

As is usual with solicitors practices time is recorded in units. I charge an initial unit of 10 min per day when work is undertaken and thereafter in five-minute units for any particular piece of work. For example, initial perusal and a telephone call may be 10 min and thereafter additional telephone calls may be at five min units throughout the day. (See below for additional recording costs) Unit charging takes into account other factors than those that may be directly attributed to the time on a matter. It can be compared with the way that taxis charge. For example, a telephone call may take 5 min 25 seconds, However, taking a call results in an interruption to work previously undertaken. A file note of the call has to be prepared, summarising its contents. Other work may need to be diarised and information passed on to others within the office. A 10 min unit (or more if the case necessitates it) would be charged. E-mails have not only to be prepared, but

considered beforehand and the resulting e-mails need to be filed following transmission for future reference. By way of example a 10 minute unit of Graham Colley's time is £33.33 + VAT. A telephone call of 8 or 9 minutes with a telephone note will be recorded as 15 minutes. A received email with a reply with saving and filing will at minimum is recorded as 15 minutes. Discussions with assistants are part of the delegation and supervision process, as is reviewing, scanning and filing incoming correspondence and emails. All are at a minimum of 10 minutes per unit.

For overflow telephone calls and for calls outside of core office hours we use a telephone answering bureau. Messages taken by that bureau are charged at 5 min of fee earner dealing with the matter who records/transcribes the message taken.

We are obliged to record the work we undertake. Not only may we need to refer to it in relation to anyone we are dealing with on your behalf, but we may have to provide information to Regulatory Authorities, or you may require more information regarding the time spent. Attendance note on Amicus is a précis of the work undertaken or a telephone call made/received. For any piece of work you should anticipate that there will be an extra 5 min for time recording.

Varying media also may increase the time involved on any particular piece of work. For example, to properly record e-mail involves printing it to file. The vagaries of the Internet/computers may create additional time problems, for example if, the Internet crashes. This time is added to any work undertaken.

We are under increasing pressure from regulatory authorities to protect data. Use of Passwords etc. can increase the amount of time on any particular piece of work for you. Such costs are deemed for your protection and are added as a time element.

If we are making a call to you (or seeing you), there will be preparation/checking the file beforehand (at least 10 minutes) as well as preparing an attendance note afterwards.

Amicus Attorney has variables which can be set on file. By default they are set to 10 min units. This does not affect the actual amount of time that is recorded, which is recorded in minutes and creates an overall total in hours and minutes. As part of our normal work, we do not check that the computer adds the hours and minutes correctly. My work for you is undertaken that you accept the calculations provided by Amicus Attorney. Should you wish to challenge such calculations the procedure is set out below.

Graham Colley reserves Thursdays and Fridays, evenings and weekends for drafting and preparations Received telephone calls and meetings on those days are subject to 25% uplift on the rates above.

Human errors in time recording are possible. Usually it is as a result of not recording work because it is not undertaken at the desk. (For example, a telephone call taken out of the office or in another room). It could be that there is an inputting error into Amicus Attorney. (For example, 10 hours as opposed to 10 min)It is possible, although unlikely, but time could be inputted twice. Occasionally, time has to be estimated, because factors have prevented an opening or endpoint being known or recorded. Overall, save for human errors, time is under recorded as a result of being overlooked and a full assessment is likely to result in an increase rather than a decrease in time recorded.

In the event of a formal court taxation or assessment of my costs a 6 minute unit may at my discretion be substituted for the 5 minute unit I normally use as the minimum time unit.

**(d) The number and importance of the documents prepared or considered, without regard to length;**

This factor would normally be taken into account in time recording. It may be that if large bundles of documents are to be prepared then there would be extra costs in so doing.

**(e) the place where and the circumstances in which the business or any part of the business is transacted**



We make no extra charge for attending disabled clients who are unable to attend our offices, using normal transport. In other cases we make either an agreed fee charge or time is charged on a time basis. This may be assessed at the initial meeting.

Where we have agreed to undertake a matter on an agreed fee and we are subsequently told the matter is urgent or there is a deadline or required time period from completion of the work, the matter will be dealt with on a time basis in substitution for any agreed fee.

Where we are undertaking work on a conditional fee agreement the uplift will be 100% unless otherwise agreed. This is to reflect the complexity of the work and any delay in payment

**(f) The amount or value of any money or property involved;**

If we become involved in any aspect of administration, including guidance, where you decide to undertake the work yourself or we are asked to await payment of fees until assets come into the estate, there is any urgency (including requests to prioritise or meet any timescale) or there are any family issues or disputes with others (including HMRC or DWP), or the estate exceeds £150,000, we shall add a 0.5% value element. This is calculated as a percentage of the net estate as shown on the IHT return (Show as Net value of assets for which a grant is not required box c on page 2 of IHT 205) (or equivalent on IHT 400) or on, and is payable whether or not you (or others) take over the administration of the whole or part of the estate. Where property in dispute in a probate case is recovered or preserved, I add a value element cost of 3% of the net value of the estate as proved on application for the Grant or actual value of the net estate in the estate accounts whichever is the greater, which is recovered or preserved for the estate if you are a Personal Representative or, if not the personal representative, as a beneficiary received as part of any judgment or settlement. The value element is payable if the matter proceeds beyond any fee paid for as part of initial (or agreed fee) on the earlier of the conclusion of proceedings/dispute or receipt of monies in settlement. Should you terminate my retainer/instructions prior to such conclusion then the value element is payable at the times specified previously. "Dispute" includes any disagreement with any other party in the matter, whether or not litigation is actually commenced.

**Trusts**

In addition to the time involved, where I am asked to be a professional trustee, the value element is 3% of the assets the subject of the trust, if the trust is to be concluded or I cease to be a trustee. If the matter is not concluded within two years @ 0.5 % on an annual basis. This will be rolled up until such time as there is a disposition or our instructions are concluded (for whatever reason) and 1% of any property at the inception of the trust and also where assets are purchased, sold transferred or recovered). In addition where there is such a disposition there will be a Completion Element (20% of total time). Wills advice where assets approach or exceed the Inheritance Tax threshold are subject to uplift or will be on a time basis.

**(g) Whether any land involved is registered land within the meaning of the Land Registration Act 2002;**

This is largely irrelevant as we undertake no conveyancing "on sale". Graham Colley has however been trained in unregistered conveyancing and is amongst a few solicitors who has experience of pre-1925 new legislation position.

**(h) The importance of the matter to the client;**

This may be taken into account in time recording. A more important matter is likely to result in more and time-consuming demands from a client. However we do reserve the right to charge a premium if we are asked to deal with something urgently

**(i) The approval (express or implied) of the entitled person or the express approval of the testator to-**

- a. The solicitor undertaking all or any part of the work giving rise to the costs; or
- b. The amount of the costs."

The application of this will depend on the circumstances. If there is any time outstanding or questions arising in relation to an estate these may be recovered from an estate.

## **Retainer**

Most clients are invited to become retained clients. A detail of what is and is not included in the retainer is included in the retainer agreement and Client Care information. Retained clients receive a discount (of approximately 50%) on the standard fees for agreed fee work. Other time, is built into the retainer on the equalisation principles set out. On non-agreed fee work a discount is also applicable. However, unless the matter is relatively short, it is usually best for the sums paid during the retainer to be deducted from the total cost.

Should a retainer be discontinued during the discount period then the balance of any (discounted) fee becomes payable.

Should a client die before a discount period a retainer end, the estate becomes responsible for any outstanding portion of the discount. Should any explanation be requested or correspondences arise, this will be chargeable on my usual time basis with a minimum of £75.00 (+VAT).

## **Time updates**

In many cases, clients are not in a position to (or would prefer not to) pay an agreed fee for time in advance. This particularly occurs where money is due from an estate. In such cases, we will endeavour to keep them updated on costs at appropriate times. In the case of probate matters this would be at the time of swearing of probate papers and at collection of the grant. At that time, arrangements are expected to be made for payment before the grant will be released.

The time of the dates given the approximately £1500-£3000 intervals. (Such updates will be given at an appropriate time). The supply of such an update will be accepted as authority to proceed unless contradicted in writing by the client. It may be that such an update is not appropriate because the matter is approaching its conclusion.

A time update is not a bill. It is intended to give an indication how time (which is usually the largest part of my fee) is increasing. It also gives a client the opportunity to raise any queries, which should be done within 14 days of receipt. Any issues that may be raised in a time update will be considered before a final Bill is rendered.

If such time updates are, and any stage not satisfactory, it is a condition of work that these are raised at that time and a meeting is arranged by the client at the earliest opportunity to discuss whether work should continue and if so on what basis

## **Estimates of costs**

Where estimates of costs can be given, we usually work on an agreed fee. Accordingly, in matters that are not covered in an agreed fee, the range of costs can be considerable. In non-contentious probate cases, costs over can range from £100-£20,000 or more. In contentious probate cases, the range is from £100-£80,000 or more if the matter were to proceed to the Supreme Court. It is accepted that such estimates are not of much guidance and accordingly clients are encouraged to ask for time updates whenever they are concerned.

## **Cost ceilings**

- Clients may at any stage impose a costs ceiling in writing
- Time recording will not exceed that sum (although VAT and disbursements (payments to others) will be added).
- If a cost ceiling is not imposed by the client in writing, it is assumed that we can continue our work.

## **Time estimate to completion**

At the time of collection of a grant or in other matters, considerable time is often incurred after it is hoped that the matter would be completed. In addition, there are always those completion matters such as for closure storage and destruction of the file. An estimate of 20% is added unless alternative arrangements are made for payment at very final completion. This sum covers concluding matters, closing and storage of the file and incidental telephone calls.

## **VAT**

VAT is added to any costs sums at the standard rate at the time of issue of a VAT receipt (i.e. on payment).

## **Credit Card Payments**

Where the facility exists, payments of fees by credit card are subject to an additional transaction fee of 3% (or other sum if known) to cover the costs charged by the Credit Card Company.

## **Interest**

My practice is funded by credit card borrowings. Should any fees be outstanding for more than one month interest will be added at the rate pursuant to article 5 of the solicitors ( non-contentious Business' Remuneration Order 2009)

## **Complaints procedure**

Information on challenging a bill:

You may have a right to object to this bill by way of the firm's complaints procedure, and/or by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If all or part of this bill remains unpaid we may be entitled to charge interest.

It is a fundamental part of my complaints procedure that within 28 days of any complaint there is a meeting at 27 Gun Tower Mews during our core office hours so that the issues can be clarified and summarised. A written summary together with details of any action to taken will then be supplied.

If the work undertaken, time involved or the calculations of costs are disputed and the matter is not resolved at a 'complaints meeting', it is a fundamental condition of my acting for you that client agrees that the following procedure applies

- a) The greater of the undisputed proportion of the fee or 66% of a disputed fee is paid.
- b) The file be prepared for a breakdown to be prepared by a cost draftsman and a new bill will be prepared. That bill is substituted for the original bill(s), which will be (or be deemed to be) withdrawn. Such a new Bill may be more, less or the same as the original Bill. If the substituted Bill is less than 80% of the original Bill(s) I will refund his/her fee to the client. The cost draftsman works from a paper copy of the file. To prepare a file for such an assessment may take a considerable time and is chargeable to the client, unless the cost draftsman assesses the costs at less than 80% of original bill(s), when no charge will be made.
- c) The cost draughtsman's remit is to assess the costs on the basis of the agreement regarding fees with the client, including the acknowledgement to client letter, client care information, costs policy and any amendments posted from time to time on the Internet current at the date of the client's request (not when the work was commenced).
- d) Payment of the fee to the cost draughtsman is initially the client's responsibility, subject to the rebate procedures referred to in clause an above. (I.e. if the assessment of the costs is less than 80% of that charged I shall refund cost draughtsman fee). The fees of the cost draftsman will be paid by the client prior to the commencement of the cost draftsman's work.
- e) If the client continues to be dissatisfied then the cost draughtsman's bill will form the basis of any claim brought by the clients in the County Court pursuant to sections 70, 71 and 72 of the Solicitors Act 1974.

- f) If proceedings are commenced then 66% of the Bill is question is to be paid to me if it has not already been paid. If necessary a preliminary application will be made to the court ordering you to pay the costs in to court .

**The Complaints procedure is set out on my website and is;**

**Complaints procedure**

Complaints by clients may be made in writing or by telephone to Graham Colley.(It is recommended that any complaint is confirmed in writing)

1. Client complaints will be acknowledged in writing within 7 days.
2. Within 21 days clients agree to attend a meeting at 27 Gun Tower Mews Rochester ME1 3GU during our core office hours to discuss the complaint and to explore ways in which it can be addressed;
3. If the Client continues to be dissatisfied the matter will be referred to a mediator to be appointed by agreement or by the co-ordinator of Southwark Mediation Centre
4. Within 10 days of the meeting/mediation a letter will be sent to the client setting out what steps it is proposed to take to address the complaint;

Whilst the steps required to arrange such a meeting is not chargeable dealing with requests to deal with complaints other than by our procedures is chargeable time.

**I am required to give you the following notices:**

- **You are entitled to have my Bill assessed by the court under sections 70, 71 and 72 of the Solicitors Act 1974**
- **I am entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non- Contentious Business) Remuneration Order 2009**

## Client Care Outcomes

I am required by the Solicitors Regulation Authority (“SRA”) to provide a standard of service that seeks required outcomes.

### **I aim to do this as follows:**

I aim to provide a proper standard of service, which takes into account the individual needs and circumstances of each client. This includes providing clients with the information they need to make informed decisions about the services they need, how these will be delivered and how much they will cost. This will enable me and my client to understand each other's expectations and responsibilities. This chapter is also about ensuring that if clients are not happy with the service they have received they know how to make a complaint and that all complaints are dealt with promptly and fairly.

My relationship with my client is a contractual one which carries with it legal, as well as conduct, obligations.

I am generally free to decide whether or not to accept instructions in any matter, provided I do not discriminate unlawfully.

The following outcomes show how I applied the principles to achieve “client care”

### **Outcomes**

I aim to achieve the SRA outcomes:

- To treat my clients fairly;
- To provide services to my clients in a manner which protects their interests in their matter, subject to the proper administration of justice
- When deciding whether to act, or terminate my instructions, I comply with the law and the Code of Conduct;
- I have the resources, skills and procedures to carry out my clients' instructions;
- The service I provide to clients is competent, delivered in a timely manner and takes account of my clients' needs and circumstances;
- I only enter into fee agreements with my clients that are legal, and which I consider are suitable for the client's needs and take account of the client's best interests;
- I shall inform clients whether and how the services I provide are regulated and how this affects the protections available to the client;
- My clients have the benefit of my compulsory professional indemnity insurance and I do not exclude or attempt to exclude liability below the minimum level of cover required by the SRA Indemnity Insurance Rules;
- My clients are informed in writing at the outset of their matter of their right to complain and how complaints can be made;
- My clients are informed in writing, both at the time of engagement and at the conclusion of my complaints procedure, of their right to complain to the Legal Ombudsman, the time frame for doing so and full details of how to contact the Legal Ombudsman;
- Clients' complaints are dealt with promptly, fairly, openly and effectively;
- Clients are in a position to make informed decisions about the services they need, how their matter will be handled and the options available to them;

- Clients receive the best possible information, both at the time of engagement and when appropriate as their matter progresses, about the likely overall cost of their matter;
- Clients are informed of their right to challenge or complain about my bill and the circumstances in which they may be liable to pay interest on an unpaid bill;
- I properly account to clients for any financial benefit I receive as a result of my instructions;
- I inform current clients if I discover any act or omission which could give rise to a claim by them against me.

## **General**

Generally it is costs that are likely to cause an issue with clients. My work falls into largely categories and client expectations:

### **Agreed fee work**

This seeks to provide a cost-effective way of obtaining a will, a probate or lasting powers of attorney. It is important that clients understand the limited nature of the work involved. It is not open ended. Any additional work is chargeable at our hourly rates.

### **Work at an hourly rate**

Clients' attention is drawn to my costs policy, a copy of which is supplied at the outset and is available on my website. The initial acknowledgement to client letter sets out the basis of charging. Current cost updates are provided. Clients should raise the cost benefit analysis at meetings if it is of concern. The current costs update provides an invitation to do so.

### **Work where the responsibilities are shared**

Some clients decide that they wish to share responsibilities in order to reduce costs. It is important that there is no misunderstanding as to who is responsible for what.

Unless I have accepted responsibility, the responsibility remains yours. If you are in doubt then please discuss this and a further written statement will be prepared. Some clients prefer to undertake this work themselves but must be aware that it is often neither less expensive nor less problematic than allowing me to do it.

In all cases clients are warned that if they do not ask for regular meetings, whilst such meetings are chargeable they can avoid misunderstandings. In any matter a meeting every 3 months is advisable. Clients are invited to arrange such meetings with the office.

### **Indicative behaviours**

Acting in the following way(s) may tend to show that I have achieved these outcomes and therefore complied with the Principles:

#### **Dealing with the client's matter**

- Agreeing an appropriate level of service with my client, for example the type and frequency of communications; this is set out in my client care information which is available on my website and is provided to clients at the 1st meeting. On any agreed fee work all clients under the age of 75 are expected to have an email address at which information can be supplied.

#### **Explaining my responsibilities and those of the client;**

- Clients are supplied with an initial letter setting out my responsibilities. Any responsibilities that are not specified to be mine are those of the client.

**Ensuring that the client is told, in writing, the name and status of the person(s) dealing with the matter and the name and status of the person responsible for its overall supervision;**

- I, Graham Colley, solicitor am responsible for all client matters. I am assisted by Mrs Anita Mann and others in the office.

**Explaining any arrangements, such as fee sharing or referral arrangements, which are relevant to the client's instructions?**

- I have no such fee sharing or a verbal agreements

**Explaining any limitations or conditions on what I can do for the client, for example, because of the way the client's matter is funded;**

- Whilst clients always have an option to retain me on a time basis (with a value and completion element as appropriate), fixed fee work is as described and is limited in nature. Clients must acquaint themselves with what is and is not included in the agreed fee, in order to benefit from the reduced/fixed fee.

**in taking instructions and during the course of the retainer, having proper regard to my client's mental capacity or other vulnerability, such as incapacity or duress;**

- I seek to undertake this responsibility in individual cases.

**Considering whether I should decline to act or cease to act because I cannot act in the client's best interests;**

- I seek to undertake this responsibility in individual cases.

**If I seek to limit my liability to my client to a level above the minimum required by the SRA Indemnity Insurance Rules, ensuring that this limitation is in writing and is brought to the client's attention;**

- My liability for any claim against me is limited to the minimum required by the SRA. If clients require a higher level they should either insure themselves or seek alternative representation.

**Refusing to act where my client proposes to make a gift of significant value to me or a member of my family, or a member of my firm or their family, unless the client takes independent legal advice;**

- I seek to undertake this responsibility in individual cases.

**If I have to cease acting for a client, explaining to the client their possible options for pursuing their matter;**

- I seek to undertake this responsibility in individual cases; however where a client ceases to pay, or refuses to attend any meeting, this information, will not be forthcoming until payment is made.

**I inform clients if they are not entitled to the protections of the SRA Compensation Fund;**

- I seek to undertake this responsibility in individual cases.

**Considering whether a conflict of interests has arisen or whether the client should be advised to obtain independent advice where the client notifies me of their intention to make a claim or if I discover an act or omission which might give rise to a claim;**

- I seek to undertake this responsibility in individual cases.

## **Fee arrangements with my client**

**Discussing whether the potential outcomes of the client's matter are likely to justify the expense or risk involved, including any risk of having to pay someone else's legal fees;**

- In respect of potentially contentious matters, clients are supplied with current cost updates and a cost benefit analysis.

**Clearly explaining my fees and if and when they are likely to change;**

- My initial acknowledgement to client letter, usually supplied at the 1st meeting, gives details of fees.

**warning about any other payments for which the client may be responsible; discussing how the client will pay, including whether public funding may be available, whether the client has insurance that might cover the fees, and whether the fees may be paid by someone else such as a trade union;**

- I do not undertake legal aid work nor work on behalf of the trade unions.

**details of this will be contained in the initial acknowledgement to client letter where I am acting for a client under a fee arrangement governed by statute, such as a conditional fee agreement, giving the client all relevant information relating to that arrangement;**

- I seek to undertake this responsibility in individual cases.

**Where I am acting for a publicly funded client, explaining how their publicly funded status affects the costs;**

- I do not undertake legal aid work.

*Providing the information in a clear and accessible form which is appropriate to the needs and circumstances of the client;*

Where I receive a financial benefit as a result of acting for a client, either:

- a) Paying it to the client;
  - b) Offsetting it against my fees; or
  - c) Keeping it only where I can justify keeping it, I have told the client the amount of the benefit (or an approximation if I do not know the exact amount) and the client has agreed that I can keep it;
- I seek to undertake this responsibility in individual cases.

*Ensuring that disbursements included in my bill reflect the actual amount spent or to be spent on behalf of the client*

- Any disbursements are paid for by the client directly.
- If a search is undertaken and a fee is charged and the payment to the appropriate authority is included in the fee.

*Having a written complaints procedure which:*

- a) Is brought to clients' attention at the outset of the matter;
- b) Is easy for clients to use and understand, allowing for complaints to be made by any reasonable means;
- c) Is responsive to the needs of individual clients, especially those who are vulnerable;
- d) Enables complaints to be dealt with promptly and fairly, with decisions based on a sufficient investigation of the circumstances;
- e) Provides for appropriate remedies; and does not involve any charges to clients for handling their complaints;



- f) Providing the client with a copy of the firm's complaints procedure on request; in the event that a client makes a complaint, providing them with all necessary information concerning the handling of the complaint.

A copy of my complaints procedure is contained in my client care information and appears on my website. It is fundamental to my client relationship that any complaint is discussed at a meeting at my office (unless the client is disabled and is unable to leave home) for which there is no charge to the client and seeks to resolve any problems. If this is not successful then I and the client agree to mediate any complaint. Following such a meeting and mediation a letter will be provided setting out the outcome and the steps to be taken. This is a fundamental condition of my solicitor client relationship and if a client is not willing to follow this procedure then the retainer should be discontinued now.

***Acting in the following way(s) may tend to show that I have not achieved these outcomes***

### **Accepting and refusing instructions**

**Acting for a client when instructions are given by someone else, or by only one client when I act jointly for others unless I am satisfied that the person providing the instructions has the authority to do so on behalf of all of the clients;**

- If additional persons are in attendance at a meeting, there will be an extra fee. I will however reserve the right to ask any person to step out of meeting and to make further enquiries should I think it appropriate.

***Ceasing to act for a client without good reason and without providing reasonable notice;***

- Unless circumstances do not permit, I will give notice of termination of acting. However, if a client fails to make a payment or fails to address payment at such a meeting Lien on any documents will be exercised and I will cease further work until the matter is addressed.

***Entering into unlawful fee arrangements such as an unlawful contingency fee;***

- I use the Law Society recommended form when acting for a client. I may however suspend payment until an asset is realised.

***When there are reasonable grounds for believing that the instructions are affected by duress or undue influence without satisfying myself that they represent the client's wishes.***

- My procedures allow for me to discontinue acting in the circumstances.

*Graham Colley*