

Probate Appointments - Frequently Asked Questions

1. Why do I need to send you the information on the instruction form?

Most clients would like to keep costs to a minimum. Supplying information in advance, in the format requested (our Probate Information form), reduces time taken during initial meeting collecting this and maximising the time for discussion. If you prefer not to do this, we are happy to take details from you, in another format or at the meeting, but this will incur additional cost in addition to the agreed fee. The Probate Information Form can be returned in MSWord or PDF format. If you prefer to send it in other formats or hand written, please see below.

If you have any questions, please include them in a covering letter/email. If we consider necessary, we will contact you. If we do not, we will deal with any queries at the meeting. Do not delay sending such of the advance information as you are able to supply.

Please bring any documents that we have either asked for in this Wills Pack or you think may be relevant to our meeting. (or if by Zoom send by PDF or provide photocopies 72 hours prior to the meeting)

2. Do I need to use the instruction form?

You need not, should you wish not to do so, you should follow the sequence that we use, so we do not have to spend time searching for the information. The required information can be sent in writing or by email, provided it follows the format. Information submitted electronically is preferable as it avoids errors in transcription.

If the form is incomplete, we will have to spend time at the meeting gathering and typing the additional information. If financial information is not given, it will be assumed that there is a larger estate. If the form is handwritten, we may not be able to read the handwriting and errors may appear in the drafts or when being typed into our database.

3. I haven't returned the information by email at least 72 hours in advance. What should I do?

You should still come to the appointment with the information or as much of it as you have. The agreed fee is on the basis that the requested information is supplied in sufficient time for it to be inputted into our system. Any additional time is outside of the agreed fee.

4. I am unable to make the appointment

The non-refundable deposit is to reserve your appointment and time allocated. We will rearrange the appointment, if you give us three days (72 hours) notice. Please ensure you receive an acknowledgement within this period to ensure there is no dispute as to whether a message was received. Rearrangements, unless supported by a medical certificate, are charged at £25 plus VAT

Please note that you should make rearrangements during our Core Office Hours (Monday-Wednesday 10am-4pm). If cancelled within that period we will rearrange without cost on production of a medical certificate.

5. I am unable to proceed; may I receive a refund of the deposit?

The Deposit is non-refundable and is to reserve the appointment and for the initial work involved in making the appointment and sending out this information. If you proceed on a fixed (Agreed Fee) basis this, too, is not refundable

6. What will happen at the meeting/videoconference?

We will discuss with you the circumstances in more detail. We will explain the procedure for obtaining the Grant and administration of the estate. We will discuss the sale of any property with you. (You should not instruct estate agents until after our meeting). We will also discuss any tax aspects on an initial basis.

7. Where can I find your Client Care and other Information about your practice?

For Costs & Client Care Information: <https://www.grahamcolley-solicitor.co.uk/client-information/>

8. What is an agreed fee?

Unless you inform us in advance that you would like us to work on a time basis, we shall work on an agreed fee (otherwise known as a non-contentious business agreement pursuant to Section 57 Solicitors Act 1974). The fee will be fixed for the work described in the client care letter supplied at the meeting (but not any additional work) and will remain the same irrespective of changes in your requirements or personal circumstances. The agreed fee is non-refundable for a client decide not to proceed.

<https://www.grahamcolley-solicitor.co.uk/client-information/>

Any additional costs not accounted for at the meeting may be charged subsequently

9. What is included in an agreed fee for Probate work

The work to be undertaken as part of an agreed fee

- a) To draft and the statement for Executors (PA1P – Probate application for an application where the person who has died left a will) or Administrators (PA1A – Probate application for an application where the person who has died did not leave a will that deals with assets in England and Wales), but not including any problems or delays arising from online submission;
- b) To draft the short Inland Revenue Account (short form) on details of assets and liabilities to be supplied by you on the

- form supplied before the initial meeting, so that all the information is supplied at one time and at the start of our work but not any additional work in relation to;
- c) To attend to Money laundering verification (Proof of address/proof of identity) requirements at (or before) the initial meeting. If not available a search will be undertaken at additional cost;
 - d) To include a meeting of **half an hour to take your instructions in respect of the agreed fee work** (the balance of time is on a time basis);
 - e) Apply, as appropriate, for the Grant of Representation with the Probate Registry once the Papers are signed/approved by you, but not including any problems arising from online submission.
 - f) To supply you with Office copies of the Grant once issued by the Probate Registry.
 - g) To receive from you, but not audit/check or approve a copy of the account of receipts and distributions of the estate.

Additional work is on a time basis with a completion element of 20% of additional time involved and will be a value element if the net estate is over £150,000 and/or we become involved in any aspect of the administration. Full details are set out in the SRA Rule 5.1 Information which can be found in our website at [https://bit.ly/SRA Rule5-1 Info](https://bit.ly/SRA_Rule5-1_Info)

10. How long will the meeting last?

The agreed fee envisages a meeting of 1 hour 30 min with an extra half hour for any issues of exclusions/second families/testamentary capacity/inheritance tax. After two hours the meeting proceeds at our hourly rate. This will be invoiced prior to execution of the will unless it is included in the Agreed Fee Agreement it is agreed it will be built into to the retainer.

11. Appointments at your Home

Graham Colley normally undertakes home visits on a time basis. If you ask for a one of his assistants, any advice will be subject to written confirmation, by him. It may be that on discussion with the assistant an alternative course will be suggested to you.

12. What if I decide I do not to instruct you at the end of the meeting

You will be charged on a time basis at the usual hourly rate of the solicitor/assistant involved, for the work up to the notice of cancellation with a completion element of 20%. If you have entered into an Agreed Fee Agreement the fee is fixed, whether or not you proceed. Initial work, until you give us notice of discontinuance will be on the basis of our proforma client care letter:
[https://bit.ly/Proforma Client Care](https://bit.ly/Proforma_Client_Care)

After the issue of my client care letter, all costs including, time, completion and value elements are payable on the client giving notice of discontinuance.

17. Will you consider the information we supply before the meeting?

The agreed fee includes inputting the information supplied does not include pre-meeting consideration unless you request it or we deem it to necessary. Any additional time will be charged on a time basis.

18. You have asked us to sign the Information Form and Agreed Fee agreement, but we have not done so.

We do require a signed these two documents to be signed before we can commence work. If you have failed are unable to do so then you can authorise us e.g. by email or text message to act as your agents to sign these documents on your behalf.

20. We have failed to supply proof of address and proof of identity in advance.

We will undertake an electronic search at a cost of £20 plus VAT per person if this information is not supplied with the returned forms or if it is supplied after the meeting

22. A Clients relative/ beneficiaries contact us after our meeting/ videoconference.

As solicitors, we have a duty of confidentiality and cannot discuss matters with third parties without your prior written agreement. If you are unable to contact us yourself/yourself, it raises questions about undue influence and/or testamentary capacity and we would have to consider safeguarding issues.

Any such discussions, if they proceed are not part of the Agreed Fee as they would be charged to the client on a time basis as set out in the acknowledgement to client letter that will be sent to you following the meeting/videoconference.

23. Coronavirus Notice (2021)

Our emails contain the following notice to which your attention is drawn:

Coronavirus Notice

This practice specialises only in Wills and Inheritance matters. We are experiencing exceptionally high volumes of work and enquiries at the current time.

We would remind clients that request for urgency our outside any agreed fee will incur time-based costs at premium rates, if they may result in priority being given over other clients

During the lockdown, earlier in the year and for some months after, testamentary matters did not progress. We are now receiving an exceptional number of requests for probate assistance and for Wills from those who are concerned about the coming months, including those who have are developing Coronavirus.

Much of our work is involves government or large corporate institutions. It appears most of these are working from home and internal co-ordination is difficult. We are reluctant to "chase" as the result is often a long wait on the telephone and then a response that is not helpful. If a matter involves one of these institutions, patience is required. Dealing with enquiries about any

delays or request for updates on progress are not part of any agreed fee and will be charged on a time basis at our premium hourly rates. .

We repeat the advice given by the Probate Registry "We cannot comment on home sales agreed or entered into prior to Probate being granted as per government advice we do not suggest to enter into sales activity until Probate is completed

The Court Servi website has the following posting: "Probate Users - We're currently focusing our resources on bringing down the waiting time for those applications which have had to be stopped. This will mean that for a short period of time new applications will take longer for us to process. Please continue to submit your applications as normal and use the dashboard to check the current status of your case."

PDF stands for "portable document format". Essentially, the format is used when you need to save files that cannot be modified but still need to be easily shared and printed. Today almost everyone has a version of Adobe Reader or other program on their computer that can read a PDF file.

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