

Proforma Client Care letter.

This is a proforma Client Care letter.

It is intended for clients and those who:

1. ask for work to be done or time to be spent prior to the issue of a personalised Client Care letter,
2. circumstances where an initial deposit has been taken, but, before the issue of a Client Care letter,
3. for what are, at least, initially, considered to be minor matters where the cost of an individualised Client Care Letter may be considered disproportionate.
4. where new or existing clients enquire about new work to be done and involve us in time in research or considering a matter.
5. All other circumstances, where a client care letter is appropriate

The initial contact may have been through a meeting, Zoom meeting, a telephone conversation, or an email enquiry or other. Whatever the approach a request for work, assistance or advice triggers this Proforma Client Care Letter until (and if) a personalised one is issued, unless it is confirmed to you, in writing (only), that we will waive our costs, all time and work will be charged, as set out below.

This will be set out in a letter/email to you. You must carefully consider what is included the agreed fee for following a fixed fee interview. Any work outside of the agreed fee will fixed fee interview if work is chargeable on our usual time basis with a 20% element to completion.

Work outside the agreed fee includes:

- a) Any time or work more than that in any agreed or fixed fee agreement;
- b) Any work involved in arranging an appointment for you
- c) Any additional meetings or attendances on you or others;
- d) Any work or correspondence with the Probate Registry or Inland Revenue for other government agencies arising out of any queries or problems;
- e) Enquiries by third parties (including relatives, beneficiaries, estate agents or friends) claiming to represent you;
- f) Work in relation to an assent or advising on or assisting with the rental of any property;
- g) Any work arising from any urgency or time limits that may arise (for example, if a purchaser for a property is found).
- h) Any work/time arising including keeping you informed as to progress is chargeable in addition to any agreed fee. This includes explaining why there may be delays on the part of any government organisation;
- i) Any costs arising from any another copy please forgive my come thanks requisitions by HMCTS, HMRC or DWP

- j) All correspondence, calls not directly included work under the agreed fee above
- k) All calls emails, correspondence, meetings or discussions with you or any beneficiaries, creditors authorities, charities, beneficiaries or others in relation to the estate or the matter in question.
- l) Any other variations to your initial instructions that may be desirable or wished per requested (Please note that for IHT purposes only one variation is allowed)
- m) Any work arising from additional information received that changes the circumstances or the work included in the agreed fee. In relation to an IHT 400 (long form) rather than an IHT 205 (short form) or variations on the same
- n) Receiving requests to "chase" or replies to enquiries about progress
- o) Any work required because of our professional commitments or discretions.

I shall need All appropriate documentation in order to advise you. If these have not been discussed, you should consider that I should be supplied with photocopies/ pdf's anything that may be directly or indirectly relevant.

Documentation should be supplied either in paper form or MSWord or PDF. Other formats, text messages or WhatsApp's will have to be converted. Such conversions will be on the appropriate time basis

Range of Fees

It is very difficult to predict the costs because the amount of work depends on you. It is particularly difficult in a pro forma client care letter as it is designed to cover many circumstances. If clients keep within the terms of the agreed fee then there are no extra costs (other than a value element, if applicable). Any extra costs are in addition. If I am asked to additional work our fees for the total usually range from £500- £10,000 (+VAT) depending on the time involved. Please note that this range does not include the value element or completion element and could change, and you should ensure you discuss it with us if you are concerned. This estimate alters significantly, should any complexities (currently unforeseen) arise.

The agreed fee does not include any additional time, but I may continue to work above that figure and I shall endeavour to keep you informed of fees on in between every £1,000- £4,000, by supplying (usually by email) a 'Current Time Costs Update'.

If you all do not inform me (in writing) that you wish me cease acting for you, I shall assume that you accept the costs, and I will continue to work on your behalf.

On your receipt of a Current Time Costs Update, at your request, I shall supply you with a breakdown of the time involved but will carry incurring time unless you ask me to cease work. You

are expected to check any report any suspected errors or corrections within 14 days of receipt. If you require any additional reports or discussion this must be in a meeting with me and not by written exchange. Please see my costs policy on my website at <http://bit.ly/1a0Kxqp> for more details.

The supply of a Current Time Costs Update, however, depends on how matters progress and is a guide and not a binding obligation on my part. In particular, your matters may progress in a way which makes this difficult or less of a priority or if matters appear to be reaching a conclusion.

A Current Time Costs Update does not include any Value Element (@ 0.5% (non-contentious) or (3% of the net estate or any disputed property is recovered or if there is a dispute regarding and estate) or Completion Element (20% of total time) or any fees to others (e.g counsel) which are payable in advance with your Executors cheque payable to the provider (and not to me).

Hourly rates (see below for premium rates) 's

Name		Hourly rate
Graham Colley*	paid after fee agreement	£250
Anita Mann*	paid after fee agreement	£150
Legal Assistant	paid after fee agreement	£125
Junior Legal Assistant	paid after fee agreement	£50

• Rates are indicative and may be subject to upward review during the period of your instructions

Graham Colley reserves Thursday and Fridays for drafting and preparations. Received telephone call and meetings on those days or out of core office hours may be necessitated by any urgency subject to a 25% uplift on the rates above.

Please note:

- a) Graham Colley reserves Thursday and Fridays for drafting and preparation. Received telephone call and meetings (as well as other work/time arising) on those days are subject to a 25% premium/uplift on the rates above.
- b) Calls to the office outside of our core office hours (Monday- Wednesday 10.30am -4.00 pm are referred to an outside answering service. Any calls outside of our core office hours are charged at a minimum of £25.00 (Mon-Wed) £25.00 (Thurs - Sun) +VAT
- c) Please do not send items by recorded or special delivery unless by prior arrangement as this can cause

problems. A fee of £15 + VAT is made to receive such items.

- d) A 20% element to cover factors such as any delay in payment of my fees, time that may have been unrecorded, uplift for complexity or urgency and an estimate of time to completion will be added to the final account ("Completion element")
- e) If Graham Colley is an executor, I charge an additional £500 +VAT for the responsibilities of the role
- f) Rates are indicative and may vary
- g) VAT is added at the current standard rate
- h) If we are asked to give "updates" or asked to chase or give priority to any matter then time will be charged at premium rates. (25% above the hourly charge listed above).

Documents by Email

If sending copies of documents to us, please do not use mobile phone photographs (e.g. JPEGs) or large size PDFs. They occupy considerable memory space and take time to convert, so they can be placed on file. Please use appropriate software (obtainable from your mobile phone app store) to convert any documents you send into a reduced size PDF format, before you send them. Please make sure that no attachments are IN TOTAL over 2 MB. Work in converting any such documents is not part of any agreed fee and will attract additional costs/charges on a time basis.

Time Recording

Time is recorded in 5-minute units with a minimum of 10 minutes per day where worked is involved using a computer program, Amicus Attorney. I accept your instructions on the basis that, you will accept this time recording system or if you require an alternative format you will bear any additional costs of a Legal Cost Draftsman.

The effect of this is, for example, that a call recorded on your telephone bill for 3.75 minutes will be recorded as 10 minutes. This takes into account checking papers/information/figures before a call note writing and file work which are, of course, not recorded in your telephone bill. Time units are used by most solicitors.

Please note that explanations of time cost are chargeable and seldom involve less than one and a half hours work. Should you make such a request then it will be on an agreed fee basis for that time with advance payment of the appropriate fee and VAT.

No charge is made if the complaints procedure is used – see below.

Time Projections

Whilst I am often asked for time projections, these are only best guesses and can be subject to a number of delaying factors. You should not, nor should any of the beneficiaries make any binding commitments. Unfortunately, this advice is occasionally ignored and results in extra costs due to the extra work and time in trying to progress things faster than would be usual in normal circumstances.

You are warned not to instruct estate agents before probate is granted. Given the current situation, applications for probate are taking far longer than anticipated and 'chasing' is all but impossible.

Value element

If:

1. I become involved in **any** aspect of probate administration, including guidance, where you decide to undertake the work yourself;
2. I am asked to await payment of an agreed free until assets come into the estate;
3. there is any urgency (including requests to prioritise or meet any timescale); Or
4. there are any family issues or disputes with others (including HMRC or DWP) or the estate exceeds £150,000,

I shall add an 0.5% value element.

This value element is calculated as a percentage of the net estate as shown on the IHT return and is payable whether or not you (or others) take over the administration the whole or part of the estate.

If the net estate increases following the filing of the Grant (e.g. more assets are found) then the Value Element will be calculated on any increased amount.

In addition to sums, in the net estate the value element applies to any discretion payments that may arise or be paid from any discretionary scheme (e.g. death in service/ refund of pension contributions). The value element extends to these sums whether or not they are paid directly to others or into the estate.

5. Please note that if the estate is disputed, or if there are no descendants of the deceased at in any way, outset or, subsequently, I consider the matter to be higher risk to be higher risk, the value element is 3% of the net estate recovered.

Recorded or special delivery

Please do not send items by recorded or special delivery unless by prior arrangement as this can cause problems. A fee of £15 + VAT is made to receive such items.

Whilst the work in relation to many small estates can be within the agreed fee, if I do work outside this, then there will be extra costs. In particular, the Value element and the completion element can add to the costs.

Conveyancing

Estate agents often receive a commission from recommending conveyancers and I have found that I have difficulty with dealing with such solicitors who are often conveyancing factories. Should you decide on such a firm then you should anticipate that £500 will be added to our costs for the additional work involved in liaising with them.

1) Instructions to professional third parties

Most clients are advised to obtain valuations of assets i.e. Property and also require a conveyancer.

PLEASE NOTE:

In relation to property sales, Estate agents often receive a substantial commission from recommending conveyancers and I have found that I have difficulty with dealing with such solicitors who are often conveyancing factories and who because of commission payments reduce to quality of their work. Should you decide on such a firm then you should anticipate that at least £500 will be added to our costs for the additional work involved in liaising with them.

Liaison with conveyancers can often cause problems and it is part of our agreement that once you have decided on the conveyancers, I instruct them on your behalf and that all correspondence from any conveyancers is copied to ourselves.

When selling a property that is part of the estate, I always urge caution as it is possible that a purchaser may have insider links and seek to purchase at an underprice.

As with conveyancers, I have found that liaison difficulties may arise with estate agents, who are unfamiliar with dealing with our estate/probate procedures. Your instructions are accepted on the basis that where I am involved with administration, I formally instruct agents on your behalf and they are instructed to keep us informed by post or email (not telephone).

This does not detract from your work as an executor/administrator in relation to completing of sales information forms

Banks/Bank Accounts

Not surprisingly, Banks are always a problem. My clients remain responsible for their own banking arrangements. Except, where there is a sole beneficiary, who is also the personal

representative ("PR"), you must set up a separate bank account.

Taxation/ Specialist Advice

You will also recollect that I advised that as many of the issues are, I consider, complex, and may require obtaining expert/ specialist advice, including the advice of counsel. I would again recommend that you do so before committing your resources to bringing or defending litigation or arriving at any settlement of a contested matter.

I recommend a second opinion on all taxation matters as the consequences of an error can be considerable. If you decline such advice the risk is yours!

2) For whom I am acting

You! As detailed in covering letter

Whilst I try to check to see if there may be a conflict with any other client/relative, should you be aware of any potential conflict, please discuss it with us and the necessity for independent advice. I shall assume that should you wish any of the above affected relatives discuss matters with me, you will have no objection.

3) Who will be looking after your Work:

I shall be primarily responsible for your work.

I am assisted in taking instructions by **Anita Mann**, who also has accounting and financial service qualifications. I may be assisted by others from time to time.

4) What if I discontinue your services

A client can discontinue a solicitor's services at any time.

If you chose to do so, prior to this letter, you will be responsible for the time up to and including this letter on a time (or quantum meruit) basis with element to completion. After this letter, all costs including, time, completion and value elements are payable on the client giving notice of discontinuance. A lien is exercised over papers until all outstanding costs are paid. If you have made a complaint that we have answered a bill may not be submitted until after the Legal Service Ombudsman's six-month notice period. If we are busy we reserve the right to invoice at a period later.

As any agreed free is paid under S57 Solicitors Act, no part of it is repayable should notice of discontinuance be given.

5) What May Go Wrong?

Our work for you is very much on an individual basis. As such it may be different to generalise services you may have received from large companies or governmental organisations. Very different factors affect each case and because you and others are individuals, no two cases are the same.

Examples of the way things may not go as planned are:

Information and Figures may not be supplied to us and maybe estimates to progress matters. If there are serious errors a corrected account can be supplied to the Inland Revenue. You should however be concerned if estimates are given and they are not quite right and the figure provided calculates the net estate close to the inheritance tax threshold. You should however be aware that if incorrect figure is given HMRC can issue fines.

The costs are greater than you anticipated

The more time I spend I do with the greater costs will be. However, often doing administrative work yourself and liaising with us can result in the same, if not, greater costs.

The agreed fee is for agreed work and work in addition will be charged on our normal time basis. The agreed fee is for restrictive basic work and for those who wish to keep costs to a minimum. If you asked that act is to work to be do then you must assume that it is chargeable. Often, if I have to liaise with you over work you have agreed to do, the costs can be greater than if I do it myself!

Please ensure you are aware of the Value element (at 0.5% of the net estate or 3% of the assets involved should there be a dispute or there be no descendents) and the completion element @ 20% of the time value is excess of the agreed fee.

Please be sure that you acquaint yourself, with what is included in the agreed fee for probate work (if applicable) and what is not.

Costs are greater than the initial agreed fee

The costs of the agreed fee for the work cover the basic work to obtain a grant of probate. As you wanted to keep costs to the minimum you decided on this rather than time basis for all our work.

If you wish to keep within the agreed fee you must not exceed the agreed work. In particular, where all information is not supplied in advance, there is no advice as to process or additional meetings, (including where you pass papers over in person) chasing calls or corrections are likely to incur costs above the agreed fee.

If you ask for extra work to be undertaken, in addition to the agreed fee, it will be undertaken up to the cost levels set out in this letter. It may also be that others contact us as your representatives. I am obliged to reply to them and pass and correspondence on to you.

You should also appreciate that if that if you ask us to undertake work in addition to the agreed fee, there is further work involved in accounting to you for such work (Approx 30 min). Further time may be involved, if you wish clarification of any account and any work not charged for by discretion will be re-included.

If the work exceeds the agreed fee you will be provided with a time update with an explanation similar to the following:

1. Please note Time may be recorded in in either minutes (5 or 10 minute units) percentages of an hour (0.8%=5min 0.17%=10 min, 0.42=20min and 0.25%=15 min, 0.50=30min)
2. Time is recorded in 5 minute units with a minimum of 10 minutes per day using a computer programme Amicus Attorney
3. Please see my 'costs policy' for more information on how costs are calculated.
4. Not including any time not yet entered or recorded. To be reconciled in subsequent accounts. E&OE.
5. Please ask if you would like a copy of the time printout. (Please allow 10 days for this to be prepared). Any time printout supplied is indicative only and is subject to upward or downward adjustment on the preparation of a cost draftsman's 'Bill of Costs'. If you ask for a cost breakdown and have further questions these are chargeable at my usual rates. (Explaining costs is often more time consuming than the work itself!)
6. This does not take into account any sums that may have been paid
7. A 20% element to cover time to completion will be added to the final account
8. Value element as set out in initial client care letter.
9. VAT will be added at Standard rate
10. Cost Benefit Analysis. It is important that you always keep in mind whether outcome of a matter justifies its expense. You should discuss this with me as matters develop or your requirements or circumstances change
11. Narrative - Voice recognition errors may require correction
12. Unless you inform me in writing that you wish to terminate my work, I shall continue working for you on the basis you have no cost queries on time included on this update and will report back to you at the cost levels indicated in my initial acknowledgement to client letter (unless the matter is reaching a conclusion or costs are being met from the proceeds of an estate when I may exceed this without reference to you).
13. E&OE

You decide that you do not wish to attend a meeting. Whilst I would advise against it, if you insist, I will deal with this by way of correspondence, but you must accept that additional cost will be incurred because such preparation involves additional work.

You decided to instruct:

Conveyancers recommended by estate agents and/or estate agents other than through us or/and not to follow our advice regarding bank accounts. In either case the costs are likely to increase by a minimum of £500 + VAT).

A probate matter starts by believing that the basic Inland Revenue return will suffice, but then a full return is required. This will inevitably necessitate considerable extra work which is not included in the agreed fee.

Difficulties with institutions

Each institution whether it be a bank or government or building society or life insurance company has its own procedures. I cannot be aware of them all!

Delays creates interest charges

Delays in payment of Inheritance tax as well as after liabilities may incur interest charges. The onus is on you to check to see what these are with us so that they can be settled by you if you are concerned about these.

You do not supply us with the financial information on the forms we have sent to but do so piecemeal or not at all. The agreed fee for probate assumes that you will provide this information so that it can be easily transcribed into the Inland Revenue return. A piecemeal approach inevitably causes us additional work and is in addition to the agreed fee.

In the case of Wills, the agreed fee does not include larger estates (over £300,000 per client). Larger estates may have IHT issues, are more likely to be contested and affect our professional insurance cover.

Delays:

There are many reasons why a delay can occur. From our part, this could be as a result of volume of work, holidays or sickness (or the continuing effects of the pandemic/Brexit). It would also be from problems arising from the work itself. I can never predict the length of time that might be taken and you should ensure that no one acts on the basis that they will receive any proceeds at any particular time. Please note that 'urgency' or time constraints inevitably involve extra work and are not included in any agreed fee. If you ask for a progress report unless you specifically state otherwise, in writing, it will be taken that you wish to receive priority over other client. A response will be at our premium rates and, unless you express in writing that you wish to return to non-priority, will continue at those premium rate

The costs exceed our cost ceilings:

Preparing Time cost accounts is in itself time-consuming and there may be reasons why these are exceeded. For example the matter might be hoped to reach a conclusion. If a matter is reaching a conclusion or costs are being met from the proceeds of an estate when you may exceed this without reference to me/us. Should contained costs advice be a priority, please ensure you ask me for frequent cost updates or given me written notice of a costs ceiling. You should remember that the completion element at 20% of total time, Value element (see above) and VAT are in addition to the time contained in any Current Time Costs Update.

Avoidance of Errors/Problems that may arise

Whilst I shall seek to do my best for you 'to err is human'. Please check:

- That any advice to be relied must be confirmed in writing
- You are not failing to follow or advice regarding appointment of conveyancers, estate agents or banks.
- any documentation sent to you and confirm that you are satisfied that they are complete (parties are included) and spellings are correct.
- If you prefer not to attend any meetings or they are curtailed or you do not follow the normal course of our work the risk of problems or errors increases.
- That you understand and confirm that you are satisfied with any documents I have prepared for you.
- That you have given me all relevant information and documents. (If in doubt supply more rather than less!)
- If you notice or suspect any errors please draw them to my attention.
- You will note that I recommend that in all areas that involve complexity and in particular where they could become or are contested or where tax issues are involved they should be referred to Counsel for a second opinion and to settle any draft documentation. Please inform me should you wish me to do so in your case and I shall obtain a quotation for the work involved. The responsibility for this is on you. My advice in these circumstances is that you obtain a second opinion. If you do not ask for a second opinion, then any advice you.
- Whilst I am often asked for time projections, these are only best guesses and can be subject to a number of delaying factors. You should not, nor should any of the beneficiaries make any binding commitments. Unfortunately this advice is occasionally ignored and results in extra costs due to the extra work and time in trying to progress things faster than would be usual in normal circumstances
- Speech Recognition: Written material may have been prepared using speech recognition technology. Unfortunately, this sometimes produces accurately spelt words which are in error, but are difficult for the author to notice. If you find one of these errors please accept my apologies and adjust accordingly.
- I reserve Thursdays and Fridays for drafting and I you wish to contact me on those days or outside Core office hours: Monday - Wednesday 10.30am - 4.00pm. I charge a premium rate - see above.
- Please note that I take no responsibility for diarising any time limits or acting upon them. Please diarise this time limit as it is not part of my instructions to do so.
- I advise you do not recommend that you rely on emails or fax for communicating with us and in particular any important communication as they are unreliable and can easily be lost with junk mail. Unless you are aware I have received an email by a read receipt you should check to see if it has arrived. No responsibility is accepted for correspondence received by email.
- Confidentiality note: The information contained in emails and correspondence from me is legally privileged and confidential information intended only for the use of the

individual or entity named above. If you are not the intended recipient, any use, dissemination, distribution or copying of email messages or other communication or information received by you in error is strictly prohibited. The only secure method of dispatch is by hand delivery. I shall work on the basis that you accept the risks that data/documents can accidentally be misdirected.

- Court assessment: From 1 March 2010, I must inform you of your right to object to the bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974.

Correction of Errors

Sometimes, I ask others to assist me. They may ask you to repeat, clarify or explain information already given by you. They may make minor errors which need correcting. Your instructions are accepted on the basis that this is understood by you and that you understand that their hourly rate is less than mine and unless it can be demonstrated otherwise compensates for any extra time involved.

Matters that may seem clear to you are not always immediately understood by me or others. Long Form IHT returns are particularly difficult and more than one draft may be required. Your instructions are accepted on the basis that you accept this, without asking for a reduction in costs.

Undertaking any Administration yourself

As you are aware, I am happy to work with clients who wish to undertake the whole or part of the administration themselves. However, as I have had no experience of dealing with you I have not had a history of dealings. You may not have undertaken this work before. This can cause misunderstandings and I recommend that you arrange regular meetings with me to ensure that misunderstandings are minimised. Our instructions are accepted on the basis that there is a 'trade-off' - overall the costs may be lower, if you undertake more work but there may be times when things need to be clarified and more time is involved. In some circumstances, it could actually take longer and cost more to advise and assist you, than it would have to have done the work ourselves. In addition the risk of errors arising because you have not consulted us increases.

Whilst trying to undertake administration yourself may appear to clients to be a saving in costs, my experience is that it is a false economy and, actually, results in increased costs

Please note where I advise on administration of an estate I charge a completion and value element - see above.

6) Complaints Procedure

I am committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have

received or about the bill, please contact me by post to my office.

I have a procedure in place which details how I handle a complaint which is available in the Client Care information already supplied and is available on my website. I have eight weeks to consider your complaint. If I have not resolved it within this time you may complain to the Legal Ombudsman.

It is a pre-condition of my acting for you that you agree to have a meeting at my office to discuss to try to resolve your complaint. Your continuing instructions after the date of this letter are your confirmation that you are willing to attend such a meeting.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring or if outside of this period, within three years of when you should reasonably have been aware of it.

Please note that my website also has a copy of such Client Care information.

<http://bit.ly/1a0Kxqp>

It changes from time to time and, I will on your request supply you with an up to date copy.

Required 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

7) Client Care and other Compliance Documentation

When I met I went through the compliance documentation and supplied you with copies. Should you have any queries, please not hesitate to raise them with me. However, I should draw certain matters to your attention again:

- I do not have a client account and therefore do not hold clients' money.
- Any work as an independent financial adviser is completely separate and is regulated by the FCA and not the SRA;

- You will note that I recommend that all areas that involve complexity should be referred to Counsel for a second opinion and to settle any draft documentation. Please inform me should you wish me to do so in your case and I shall obtain a quotation for the work involved.
- I advise you do not recommend that you rely on emails or fax for communicating with us and in particular any important communication as they are unreliable and can easily be lost with junk mail. Unless you are aware I have received an email you should check to see if it has arrived. No responsibility is accepted for correspondence received by email
- Court assessment: From 1 March 2010, I must inform you of your right to object to the bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974.

Deed of Variation

Please note that there is a two year time limit from the date of death to put into effect a Deed of Variation. Please diarise this time limit as it is not part of my retainer to do so.

You will appreciate that not only may your own personal circumstances change, but that that tax law may also change. I advise that you should review your Will regularly and Will do this with you if you are a retained client.

Updates

This pro forma letter may require correction if it was prepared at our initial meeting. It may also be reissued and superseded by subsequent versions. Please review the link to this document to obtain the up-to-date version. It is the to date version of this at the time.