

PRIVATE & CONFIDENTIAL

XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX

Date: XXXXXXXX

Dear xxxxxxxx

Confirmation of your Instructions

This is but a template and whilst the principles will apply to all clients, it will be adapted to client individual needs.

Preparation time is approximately 45 minutes

I am writing following your meeting with xxxxxx x at our office / your home by Zoom.

I spent some time discussing matters, following which you instructed me to act on your behalf and to proceed with obtaining a Grant of Probate / Letters of Administration as you confirmed no Will existed.

You supplied me with:

- a) A copy of the original of the Will (please keep the original safely until I supply you with the probate papers).
- b) Official Copy of the death certificate.

I shall need:

- a) Official Copy of the death certificate

- b) Various items of financial information see attached sheet
- c) A Cheque for **£164.00** payable to HMCTS respectively for Probate Fees and six office copies of the Grant.
- d) Two copies of my fee agreement signed for the agreed fee part of the work.
- e) Copy of these instructions signed by you.
- f) £480 (if you are a retained client) or £720 (if you are a non-retained client) payable to Graham Colley – Solicitor for the agreed fee work (only).
- g) If there is a power of attorney £120.00 should be added.

TEMPLATE ONLY

1) Fees

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 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;
- 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 draft Power of Attorney for an attorney grant (additional cost);
- g) To draft and send Notice of Power reserved (additional cost);
- h) To supply you with Office copies of the Grant once issued by the Probate Registry;
- i) To receive from you, but not audit/check or approve a copy of the account of receipts and distributions of the estate

For the work described above I shall work on an Agreed Fee Agreement (otherwise known as a 'Non-Contentious Business Agreement' pursuant to Section 57 Solicitors Act 1974). I explained the nature of this to you (i.e., the fee is fixed for the work described above, but it cannot be changed if your requirements or circumstances alter).

Fees for work outside of the agreed fee

For work not specifically included in the Agreed Fee Agreement or if it has been agreed that all work will be on a time basis. I shall charge on a time basis (with a 20% completion element) and, where applicable a value element of 0.5% (or 3% if there is any dispute relating to the will or estate- see below).

Work outside the agreed fee includes:

- a) Any time or work in excess of that in the fee agreement including the time after the first half hour at any initial meeting
- b) Any work involved in arranging an appointment for you to swear any witness statements or approving the papers with you in person
- c) Any additional meetings or attendances on you or others
- d) Any work or correspondence with the Probate Registry or Inland Revenue arising out of any queries or problems
- e) Any work in relation to the administration of the estate
- f) Any additional meetings, for example, in supplying you with and advising you on the procedure for swearing witness statements or discussing the Inland Revenue account figures or supplying you with the grant and (Such meetings are necessary where there is work in addition to the agreed fee)
- g) Work in relation to an assent or advising on or assisting with the rental of any property
- h) Any work arising from any urgency or time limits that may arise (for example, if a purchaser for a property is found).
- i) Any work/time arising including keeping you informed as to progress is chargeable in addition to the agreed fee
- j) Any costs arising from any requisitions by HMCTS, HMRC or DWP
- k) All correspondence, calls not directly related to work under the agreed fee above
- l) All calls emails, correspondence, meetings or discussions with you or any beneficiaries, creditors authorities, charities, beneficiaries or others in relation to the estate
- m) Any other variations to the will that may be desirable or wished per requested (Please note that for IHT purposes only one variation is allowed)
- n) Any work in relation to an IHT 400 (long form) rather than an IHT 205 (short form) or variations on the same
- o) Any correspondence received from DWP regarding repayment of benefits If you are dealing with the administration yourself, you should ensure any such issues are dealt with if I receive correspondence from DWP this will result in a minimum fee of £80.00 + VAT or on a time basis, if greater.
- p) Any work required as a result of our professional commitments or discretions.

As you will appreciate where any fee is agreed, it was for the work/time set out. It does not cover reminders or 'chasing' me or others or changes in instructions. Work that is not included as part of our agreed fee is time charged at standard rates. I may undertake work relating to the matter and in particular any work listed in b) above without further reference to you.

Once the grant is extracted, I prefer to hand it over in person at a further meeting so any additional cost issues can, if necessary be discussed. This is also a useful opportunity to discuss the advisability of Statutory Advertisements for Creditors, indemnities from beneficiaries and to deal with any outstanding costs/fees.

[In the initial meeting it was agreed that all work will be on a time basis.]

VAT is added at the current standard rate.

If you are a retained client you will receive a discount on the agreed fee equal to the sums paid under the retainer provided that the retainer is maintained during the discount period after the discount is given/completion of the work

Range of Fees

It is very difficult to predict the costs because the amount of work depends on you. 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 do additional work our fees for the total usually range from £600- £5,000 (+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 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 at <http://bit.ly/1a0Kxqq> for more details.

Clients are also referred to costs information that SRA (Solicitors Regulation Authority) require to be supplied on my website under the following link:

[SRA-Rule-1.5.pdf \(grahamcolley-solicitor.co.uk\)](#)

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, you 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 recovered if there is a dispute regarding the 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).

If, as a retained client, you receive a discount on our hourly rates, given the length of any discount period either you or I may feel it best not to receive this on conclusion of the matter, but to Fpay the undiscounted amount. You will note you also receive a reduction if fees they are paid in advance.

Hourly rates

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.

I discussed at the meeting the following points:

- 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) Rates are indicative and may vary
- f) VAT is added at the current standard rate

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 in to 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.

Value element

If I become involved in any aspect of administration, including guidance, where you decide to undertake the work yourself, I am asked to await payment of an agreed fee 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, 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 discretionary 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.

Please note that if the estate is disputed or there is no spouse, children or grandchildren, 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.
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At the meeting to collect the Grant I will expect arrangements to be made for settlement of my costs including authorities to be signed to a bank etc to pay costs (and VAT) agreed at that stage (even if not the final costs). If no agreement or arrangements are made I will exercise a lien on the Grant until the matter is resolved.

2) Instructions to professional third parties

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

Please find below details third parties I can recommend.

Probate Valuation / Estate Agents

For probate valuations in the Medway area I would recommend:

David Lane
Machin Lane
160 High Street

Rochester Kent ME1 1ET
(01634) 829080

Please feel free to use any agent you wish (subject as below).

Make sure however that they are giving a **probate valuation** and obtain a written valuation from them in case it needs to be produced to HMCR.

Conveyancing

Should you require a conveyancer, then I can recommend the following:

Carole Cooper
Of Whitehead Monckton
72 King Street Maidstone ME14 1BL
(01622 698034 (T) or 01622 690050 (F)

Martin Shirley
Stuart Hurriion & Green
33 Crook Log Bexleyheath Kent DA6 8EB
(020) 8298-1595 (tel) 020 8301 6336 (fax)

Raymond Beer
16 Manor Road Chatham Kent ME4 6AG
01634 814911/82666(tel) 01634 826826 (Fax)

They are specialist conveyancers and are relatively local, should it prove necessary to hand deliver documents.

PLEASE NOTE:

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.

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.

If you are a sole PR you should set up a separate account. If you are a joint PR should both set up a separate joint bank account / executors account (this depends on the bank you use).

Your primary duty as a Personal Representative is 'to account'. In view of the considerable problems I have experienced in the past, our instructions are accepted on the basis that:

1. You open a separate bank account as above;
2. You ask the bank to supply the paying in book, cheque book and copy bank statements to me so I can ensure that any payments/ receipts are properly accounted for.
3. You authorise the bank to discuss matters relating to the account with me (or those who assist me).

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!

3) For whom I am acting

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.

4) 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 Technician Qualifications and the Financial Planning Certificate and **Elizabeth Isaac Garner** and **Lisa Lee**. I may be assisted by others from time to time.

5) **What if I discontinue your services**

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

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.

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

6) **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:

Figures may not be supplied to us and maybe estimates in order 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.

The costs are greater than you anticipated

The more 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. Sometimes, 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) 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 (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=20m in 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 either prior to signing the Executor's / Administrators Statement or at completion. 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).

The 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 the can be settled by you if you are concerned about these.

You do not supply us with the financial information on the form attached, but do so piecemeal. The agreed fee 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.

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. 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.

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 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.
- 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.
- 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 if 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.
- 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 the 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.

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

7) 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

8) 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 letter may require correction if it was prepared at our initial meeting. It may also be reissued and superseded by subsequent versions.

With best wishes.

Yours sincerely

Graham Colley
LLB MBA DipPFS
Sol i c i t o r

I/we request that you undertake the work described above. I/we understand that if you undertake work in addition to that described in the agreed fee, then it will be charged on a time basis (plus VAT) together with a Value Element and

.....

.....

PS. This letter is prepared at the initial meeting should any drafting errors be noticed, I shall send you a revised copy.

TEMPLATE ONLY

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Please complete and return the following

Full Name of Dec'd

Relatives

DoB:

DoD :

Ni No:

Tax office

Assets and Liabilities of the Estate		
National Insurance number		
	Details	Amount
Cash		
money in banks, building societies		
National Savings		
Pensions		
ISAs etc		
Other		
Household and personal goods		
Stocks and shares quoted		
Stocks and shares not quoted on the Stock Exchange		
Insurance policies, and mortgage protection policies		
Money owed to the person who has died		
Partnership and business interests		
Value of home residence		
Other freehold/leasehold residential property		
Private Pension		
Other assets forming part of the estate		
Gifts and other lifetime transfers		
Share of joint assets passing automatically to the surviving joint owner		
Assets held in trust for the benefit of the deceased		
	Total Assets	
Liabilities/Debts of the estate		
Funeral expenses		

Mortgage /Share of mortgage on a joint property		
Other debts		
	Total Liabilities	

**Personal Representative's (PR's) and Graham Colley
Solicitor's (GCS)
Agreed Responsibilities**

Application for the Grant of Probate

Pre-Grant actions		GCS	Client	N/A
1	Obtaining proof of identity of the personal representatives	✓		
2	Obtaining the death certificates		✓	
3	Notifying the government departments through the 'Tell Us Once Service'	✓		
4	Arranging the deceased's funeral		✓	
5	Contacting the financial institutions for DOD balances and registering the death (if not already done)	✓		
6	Preparing the Inland Revenue forms	✓		
7	Communicating and corresponding with the Inland Revenue	✓		
8	Drafting & checking the Statement for the personal representatives	✓		
9	Arranging for the PR's Statement to be sworn at a firm of Solicitors	✓		
10	Issuing a cheque to HMRC		✓	
11	Filing the application for probate	✓		
12	Notifying receipt of the Grant	✓		

I/We understand that to depart from the above (or if steps have been taken prior to instructions) can result in duplication or additional work and costs.

Si gn:

Print Name:

Date:

Si gn:

Print Name:

Date:

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**Personal Representative's (PR's) and Graham Colley
Solicitor's (GCS)
Agreed Responsibilities**

Administration of the deceased's Estate

Personal Representatives (PR's) Account		GCS	Client	N/A
1	Formally instructing personal representatives to open a bank account	✓		
2	Requesting the bank to supply cheque and paying in books to GCS	✓		
3	Paying in cheques into the PR's bank account	✓		
4	Issuing the cheques from PR's bank account (with the PR's prior authority)	✓		
Sale of deceased property		GCS	Client	N/A
5	Formally instructing any estate agents	✓		
6	Supplying information and instructions to the estate agents	✓		
7	Formally instructing any conveyancers	✓		
8	Supplying PR's instructions and information to the conveyancers	✓		
Closure and transfer of capital assets		GCS	Client	N/A
9	Arranging closure and/or transfer of all capital assets to the PR's bank account	✓		
HMRC - Tax		GCS	Client	N/A
10	Dealing with any communication from the HMRC	✓		
11	Completing the necessary forms for any inheritance tax (IHT), amendment or capital gains tax (CGT)	✓		
12	Issuing payment for any tax due on the PR's behalf	✓		
Statutory advertisement		GCS	Client	N/A
13	Arranging a national statutory advertisement (if agreed)	✓		
14	Arranging a local statutory advertisement (if agreed)	✓		

15	Arranging bankruptcy search of residuary beneficiaries (if agreed)	✓		
Preparation of estate account		GCS	Client	N/A
16	Preparing draft estate accounts for approval	✓		
17	Preparing final estate accounts for approval	✓		
Distribution		GCS	Client	N/A
18	Corresponding with all beneficiaries for approval of estate accounts	✓		
19	Arranging the payment of legacies	✓		
20	Arranging the distribution of the residuary estate	✓		
Post-Administration		GCS	Client	N/A
21	Dealing with any communication from the Department of work and pensions (DWP)	✓		

I/we understand that to depart from the above (or if steps have been taken prior to instructions) can result in duplication or additional work and costs.

Sign:

Print Name:

Date:

Sign:

Print Name:

Date:

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