

SRA Rule 1.5 requires that the following information is given in respect of non-contentious probate work:

- (a) the total cost of the service or, where not practicable, the average cost or range of costs:

My Client Care letter, usually supplied at the initial meeting states:

“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.”

- (b) the basis for your charges, including any hourly rates or fixed fees;

My client care letter states for the following work I shall work on an Agreed Fee Agreement (otherwise known as a ‘Non-Contentious Business Agreement’ pursuant to Section 57 Solicitors Act 1974).

The fee for the agreed work, if paid at the initial meeting, is £600 plus VAT:

- 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 This form is 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 IHT205) 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;
- 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

Other work is charged on a time and value basis.

Time is charged on our usual basis (as explained in our Client Care Information-also on my website). My current hourly rate is £250 per hour and other members of staff range upwards from £50 per hour + VAT.

My client care letter states: "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 the estate exceeds £150,000, I shall add an 1% value element."

Please note that if the estate or will is disputed or there is no spouse, children or grandchildren, the value element is 3% of the net estate.

A 20% element to cover factors such as any delay in/wait for payment, 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")

(c) the experience and qualifications of anyone carrying out the work, and of their supervisors:

I have 45+ years of experience of probate work. I normally see clients initially and will either supervise others doing or shall be undertaking the myself.

where Graham Colley is an executor a fee of £500 + VAT is added.

(d) a description of, and the cost of, any likely disbursements, and where the actual cost of a disbursement is not known, the average cost or range of costs;

In all applications for probate there will be a probate fee required by HM Probate Registry. This is currently £155. In addition, we recommend that several official copies are obtained (currently @£1.50 each). The fee usually paid to the Probate Registry is £164.

(e) whether any fees or disbursements attract VAT and if so the amount of VAT they attract:

My fees are subject to VAT at the current rate (This currently 20% but may be changed from time to time by HM Government). Fees paid to government offices are not usually subject to VAT. Some disbursements, usually those paid to non-governmental organisations or businesses, are subject to VAT. I shall inform you of these on a case-by-case basis.

(f) details of what services are included in the price displayed, including the key stages of the matter and likely timescales for each stage, and details of any services that might reasonably be expected to be included in the price displayed but are not

Please see above for a full description of the work included in the agreed fee to obtain probate. Work outside of that is chargeable, as stated.

and

(g) if you use conditional fee or damages based agreements, the circumstances in which [clients](#) may have to make any payments themselves for your services (including from any damages).

Noncontentious probate work is not usually undertaken on a conditional fee basis.

#### **Section 57 Solicitors Act 1974**

- 57.- (1) Whether or not any order is in force under section 56, a solicitor and his client may, before or after or in the course of the transaction of any non-contentious business by the solicitor, make an agreement as to his remuneration in respect of that business.
- (2) The agreement may provide for the remuneration of the solicitor by a gross sum, or by a commission or percentage, or by a salary, or otherwise, and it may be made on the terms that the amount of the remuneration stipulated for shall or shall not include all or any disbursements made by the solicitor in respect of searches, plans, travelling, stamps, fees or other matters.
- (3) The agreement shall be in writing and signed by the person to be bound by it or his agent in that behalf.
- (4) Subject to subsection (5), the agreement may be sued and recovered on or set aside in the like manner and on the like grounds as an agreement not relating to the remuneration of a solicitor.
- (5) If on any taxation of costs the agreement is relied on by the solicitor and objected to by the client as unfair or unreasonable, the taxing officer may enquire into the facts and certify them to the court, and if from that certificate it appears just to the court that the agreement should be set aside, or the amount payable under it reduced, the court may /so order and may give such consequential directions as it thinks fit.