

# Costs Price Information – October 2023

1. At Griffiths & Hughes Parry we fully appreciate that legal costs are a very important factor for clients.
2. Whilst we consider that we are very competitive when it comes to costs, we also would say that costs should not be the only factor for potential clients to consider. As with many things, the cheapest is certainly not always the best and it is a matter of the level of service, experience and expertise provided. We pride ourselves in providing an excellent, committed and friendly service to all our clients.
3. We also strive to be fully open as to costs. Our client feedback is important to us and this shows that we are reasonable and pragmatic when it comes to meeting our clients' needs and expectations.
4. Some of the work we carry out involves fixed fees which we set out to our clients at the outset. In all other respects, we charge based upon the time and work involved in acting for you pursuant to your instructions.
5. No two matters/cases are the same and therefore the work and our fees will generally be based on time spent and hourly rates. Details of the applicable hourly rate(s) will be provided to clients where applicable. We will also provide an estimate of likely overall costs so far as possible and will review/update costs estimates as the matter progresses, if required. We do not want any surprises for our clients.
6. For litigation matters we are sometimes able to offer 'alternative' funding options, for example 'no win no fee' or similar arrangements. Whether we are able to offer something will depend on the case. We would need to consider many factors to include the realistic value of a claim, the merits, risks and likely recoverability. Any specific funding terms offered will be based on a case by case assessment. Our offer will be set out in clear terms to you as the client, and it is then your decision whether to accept. You will need to understand how the terms offered by these third parties differ and the premium and terms need to be considered carefully.

We will always strive to provide cost effective solutions to the legal challenge posed by your instructions.

## **The Transparency Rules**

7. The Solicitors Regulation Authority's aim, with the launch of their Transparency Rules, is to make sure consumers have the information they need to make an informed choice of legal services provider, including understanding what the costs may be. We fully support this aim, and we consider that there is far more a client wishes to know other than price, such as that your legal representative has the relevant experience and expertise to assist you with your legal matter.

At Griffiths & Hughes Parry Solicitors, we pride ourselves as having a high client based ethic and good relationships with our clients. Our good reputation is paramount. Our aim is to work with you as a team to achieve your goals. We have been doing this for people and businesses of North Wales for over 100 years. We consider ourselves to be professional and pride ourselves in our ability to get the job done. We believe that our reputation and track record speaks for itself.

We encourage all of our clients and prospective clients to contact us to discuss their matter. The Solicitors Regulation Authority's price transparency rules only go so far, and we are confident that we can achieve the right result for you at a price you will be happy with.

8. Prior to going into the various practice areas, you should always check for yourself the availability of legal cost funding from other sources such as home or motor vehicle insurances. Public funding is becoming scarcer these days but this is also something you should investigate before engaging a solicitor.

### **Price Transparency by Practice Area**

#### 9. Conveyancing – Purchase of Freehold Property (Residential)

9.1. Conveyancing is a very competitive sector and we definitely would say that it is one where the cheapest is often far from the best. If a service provider is offering particularly low prices it has to afford to do so. This often involves having relatively inexperienced practitioners taking on 'bulk' work, which in turn can lead to a poor overall service. We regularly hear stories of clients going for the cheapest option and then discovering that a matter is progressing very slowly (or isn't progressing at all), that they don't know what is happening, that they can't get hold of the person dealing with the case or they end up speaking to different individuals with differing knowledge of the case. We also hear about 'hidden' fees arising which mean the work was not as cheap as originally envisaged. The headline fee may not be the fee that you pay at the end of the transaction. Some quotes for conveyancing costs may include an element of the solicitor paying for the referral from a third party. This additional fee is added into your fees at the end. We do not have any referral fee agreements with local Estate Agents.

9.2. At Griffiths & Hughes Parry we pride ourselves in the service we provide. We are a small firm and all of our practitioners are very experienced. We deal with cases efficiently, on a personal level and we keep our clients fully abreast as to costs and what is happening and when.

9.3. For most standard residential conveyancing transactions, we are able to charge fixed fees for our work. In this respect, we band our fees based upon the value of the property and the nature of the transaction. At the outset of a transaction, this is the only sensible way that we can assess the nature and extent of the work and time that will be involved in your transaction. Our fees are based upon a rough application of the applicable charging rates of £175.00 per hour to £225.00 per hour, depending on the appropriate fee earner. This rate is the rate charged by our solicitors carrying out the conveyancing work. Please note that all our conveyancing work is carried out by experienced solicitors and at present, we do not have any conveyancing clerks or legal executives carrying out conveyancing work. You pay for an appropriately qualified solicitor to do your work.

9.4. The 'fixed fee' range is as follows: -

#### **GRIFFITHS & HUGHES PARRY - CONVEYANCING COSTS (October 2023)**

##### **SALE**

Up to £99,999	- £695.00 plus VAT at 20%
£100,000 - £149,999	- £725.00 plus VAT at 20%
£150,000 - £199,999	- £775.00 plus VAT at 20%
£200,000 - £249,999	- £825.00 plus VAT at 20%
£250,000 - £299,999	- £845.00 plus VAT at 20%
£300,000 - £349,999	- £895.00 plus VAT at 20%

£350,000 - £399,999	- £995.00 plus VAT at 20%
£400,000.00 upwards	- £1,000.00 upwards plus VAT at 20% (please telephone for a quote)
Additional Amount if Leasehold	- £300.00 plus VAT at 20%

### **PURCHASE**

Up to £99,999	- £725.00 plus VAT at 20%
£100,000 - £149,999	- £775.00 plus VAT at 20%
£150,000 - £199,999	- £825.00 plus VAT at 20%
£200,000 - £249,999	- £885.00 plus VAT at 20%
£250,000 - £299,999	- £925.00 plus VAT at 20%
£300,000 - £349,999	- £965.00 plus VAT at 20%
£350,000 - £399,999	- £995.00 plus VAT at 20%
£400,000.00 upwards	- £1,000.00 upwards plus VAT at 20% (please telephone for a quote)
Additional Amount – Leasehold	- £300.00 plus VAT at 20%
Additional Amount re Help to Buy ISA/ Lifetime ISA	- £50.00 plus VAT at 20% (for each Help to Buy ISA claimed)

### **OTHER TRANSACTIONS**

Transfers of Equity	- £350.00 to £550.00 plus VAT at 20% (call for a quote)
Residential Deeds of Gift	- £350.00 to £500.00 plus VAT at 20% (call for a quote)
Re-Mortgage	- £550.00 - £695.00 plus VAT at 20% (depending on Lender's requirements)

9.5. There may be further additional charges applicable for transactions with specific complexities or requirements. If this occurs, you will be notified in advance of any additional charges and we will endeavour to agree these with you on the basis set out earlier in this section.

### **Additional Fees**

At the outset, many transactions may seem straightforward but upon further inquiry, they are not and involve a significant amount of additional work.

We will take those into account when we provide our estimate/quotation. We do however reserve the right to make an additional charge if we subsequently discover any of the following issues which will attract an additional fee.

Unregistered Land	£175 plus VAT
Dealing with Leasehold Property	£250 plus VAT
Expedition Fee	£300 plus VAT
Multiple Titles	£125 plus VAT per additional title
2 <sup>nd</sup> and Subsequent Charges	£150 plus VAT per Charge
Dealing with third party lawyers	£150 plus VAT
Dealing with drafting a Deed of Covenant	£150 plus VAT
Dealing with an Occupiers Consent Form	£30 plus VAT
Dealing with a Gifted Deposit	£75 plus VAT
Dealing with drafting basic Declaration of Trust	£150 plus VAT
Dealing with drafting key Undertaking Agreement	£50 plus VAT
Dealing with drafting Deed of Easement	£275 plus VAT
Dealing with a property Sold by Auction	£200 plus VAT
Dealing with a Repossession Purchase	£200 plus VAT
Dealing with a Buy to Let Purchase	£50 plus VAT
Dealing with a New Build Transaction	£300 plus VAT
Dealing with Shared Equity Transaction	£300 plus VAT
Dealing with a Shared Ownership Transaction	£300 plus VAT
Dealing with a Help to Buy ISA/Lifetime ISA	£50 plus VAT
Transfer of Part	£250 Plus VAT
Statement of Trust or Statutory Declaration for title rectification	£150 plus VAT
Dealing with third party lawyer/matrimonial sale	£150 plus VAT

### **Electronic Transfer of Funds (sometimes called CHAPS payments)**

Often in a conveyancing transaction, we need to transfer money electronically in order to comply with the Law Society's formula for exchange and completion. These transfers can be to yourself or to third parties. Our bank, the National Westminster Bank Plc, charge between £20.00 and £30.00 plus VAT at 20% for this service. In addition, we pay additional charges to our bank for the software that supports this necessary system of transferring money. For this service, we make a charge of £30.00 plus VAT at 20%. In our bills, this is sometimes referred to as a CHAPS administration fee. We will always explain this charge at the outset and decide with you whether there are cheaper means by which money can be transferred, for example via a BACS payment or cheque.

Completion monies and mortgage redemption monies always have to be sent by CHAPS transfer.

## **VAT on Fees for Legal Services**

Please note that there is VAT payable on all fees and legal services provided by us as we are VAT registered and the current rate is 20%. Many disbursements such as barristers' fees and most expert fees do carry VAT at the applicable rate which is 20% also.

You should appreciate that some fees, for example court fees and search fees, do not attract VAT and therefore we do not charge VAT.

These are very general guidelines.

You should further note that the above represents general guidelines. We reserve the right to vary these. For example, we may discount these if we are dealing with two or more related transactions. Some transactions can also be protracted but we will endeavour to advise accordingly if we see this as a likelihood.

The figures above set out our profit costs. They do not include disbursements or VAT and the profit costs represent the sum that you are paying us for the job that you have asked us to carry out for you.

Other disbursements would include such things as bankruptcy searches at £2.00 plus VAT per borrower (if a mortgage is being used). We also pay a panel fee of £25.00 plus VAT to LMS to access their portal so that we can communicate effectively with your lender. They too charge a panel lawyer checker fee of £18.00 plus VAT in the event of an unknown solicitor involvement. These will be included within the quotation to you at the outset. These are some examples of disbursements that we may incur within the transaction and they will be properly itemised within our quotation.

9.6. Disbursements are generally expenses which are not our fees, nor are they VAT. Depending on the nature of the transaction there may well be disbursements payable, particularly if you are purchasing a property. Common disbursements include search fees and Land Registry fees. The precise cost of specific disbursements will depend on a number of factors, for example the purchase price of a property determines the Land Registry fee and different properties will require different types of searches. We will set out details of likely disbursement costs to you at the outset.

9.7. Land Registry fees are periodically set by the Land Registry and range from £20.00 to £540.00. These fees do not attract VAT.

9.8. A local search and other search fees generally range from £250.00 to £300.00 from local authority to local authority (but they are inclusive of VAT).

## **Stamp Duty Land Tax/Land Transaction Tax**

9.9. Upon the purchase of a property there may be Stamp Duty Land Tax (SDLT)/Land Transaction Tax (in Wales) payable. This again depends on a number of factors but when chargeable it is based upon the purchase price. The amount of tax is determined by the government rules at the relevant time. We will provide details of any tax which will be due.

Upon your purchase, the liability to the Welsh Revenue Authority or HMRC is yours. It is therefore important that at the outset of a purchase transaction you are fully aware of the effects and the amount of Stamp Duty Land Tax/Land Transaction Tax that you will have to pay. You can access an online calculator on the HMRC website at

<https://www.tax.service.gov.uk/calculate-stamp-duty-land-tax#!/intro> or on the Welsh Revenue Authority's website at <https://www.gov.wales/land-transaction-tax-calculator> . If your transaction is complex and multiple properties are being purchased or a property is partly commercial and partly residential, the onus is upon you to inform us of this so that we can provide you with an accurate estimate of the appropriate tax payable. If it is your intention to make a reclaim or you believe you may be entitled to any of the reliefs or exemptions applicable, we will need to discuss and consider this with you carefully.

Please note that as Solicitors, we do not give specialist tax advice.

### **Purchase of Leasehold Property – Conveyancer's Fees and Disbursements**

Leasehold residential purchases are slightly more complex than freehold residential purchases and therefore, because they involve more time for the fee earner, our charges are slightly different. As you will note from the above costing schedule, we charge an extra £300.00 plus VAT which, in our view, represents the additional work and enquiries that we will need to make on your behalf. Often with a leasehold purchase of residential property, various other matters can arise such as a need for a Deed of Variation etc. All of this will be discussed with you at an early stage. It may also be the case that the Lease that is being acquired is a sub-Lease and if this is the case, our additional fee will be £250.00 plus VAT because this requires us to make various enquiries of the head landlord. The fee is often set between £50.00 to £150.00 plus VAT at 20%.

#### **9.10.1 Notice of Charge Fee**

If you are purchasing with the assistance of a mortgage, this will again be confirmed with the landlord, management company or managing agent as above. Often, the fee is between £50.00 and £150.00 plus VAT.

#### **9.10.2 Deed of Covenant**

This document is provided by the management company for the property, the cost of which can be difficult to estimate. The cost of this often lies between £150.00 to £350.00 plus VAT.

#### **9.10.3 Management Company Administration Fees**

These will vary depending on each management company and we will be unable to confirm the cost of the same until we have liaised with the management company as to how much these are however, once again, these can range from £300.00 to £400.00 plus VAT and are a necessary expense.

#### **9.10.4 Certificate of Compliance.**

Usually, a landlord will require the prospective new Leaseholder to comply with a restriction on the title. Once again, this is a fee usually dictated and clear from the title to the property. We will confirm this upon receipt. Once again, this often ranges from £150.00 to £300.00 plus VAT.

You will see that the fees above will vary from property to property and can be significantly more for a leasehold property than a freehold residential property. We will provide you with an accurate figure once we have sight of the specific documents.

You should also be aware that ground rent and service charges are likely to apply throughout your ownership of the property. We will confirm the ground rent and anticipated service charge as soon as we receive this information.

You should also be aware that it is now becoming commonplace that, in addition to the above charge, and extra/service charge based commission will be chargeable to sellers when they come to sell their property which is on a long leasehold. This is an attempt at some way to bolster the sinking fund of the management company.

#### **9.11. Sale of Residential Properties – Conveyancer’s Fees & Disbursements**

Once again, we generally assess the amount of our costs based upon the time spent, the complexity of the matter and the price of the property. The matter may however be more complex and we shall reassess our charges should it be necessary to do so. Disbursements will vary between £6.00 and £20.00. You will need to bear in mind that you will need to discharge any mortgage and there may be fees payable between you and the mortgagee, such as penalties and ERC administration fees. These are not in any way connected to us. You will also need to consider the amount you pay the estate agents as per any commission agreement. This list of disbursements on a sale of a residential property is not exhaustive and other disbursements may apply if the matter is complex or difficult.

Additionally, if the property is leasehold, as mentioned above, you may need to pay for a management pack from the management company or indeed the landlord may provide a fee for providing ground rent statements. All of these costs will vary but are generally between £200.00 plus VAT and £400.00 plus VAT.

#### **9.12. Timescales in respect of your purchase**

How long a transaction will take will vary. We generally commence work immediately upon receiving the Memorandum of Sale from the estate agent or your direct instructions. The average process takes between six and fifteen weeks.

Progress can be slower if there is a chain. Any further delay will generally be due to the slowest member of the chain, if there is one.

If you are purchasing a new build property, the pace at which the developer can construct the property will dictate when we can complete the transaction. This could take six to twelve months, and this is beyond our control.

The key stages will be as follows:-

- (i) Take your instructions and provide you initial advice.
- (ii) Check finances are in place to fund the purchase and contact the lender’s solicitors if necessary/any.
- (iii) Receive and advise upon the Contract documentation.
- (iv) Make enquiries before Contract.
- (v) Carry out searches.

(we expect to carry out the above within the first twenty working days of receipt of the Memorandum of Sale from the estate agents or your initial instructions).

- (vi) Obtain copy planning documentation.
- (vii) Resolve any outstanding enquiries.
- (viii) Report to you and provide you with all the necessary copy documentation.
- (ix) Review with you your mortgage offer, if applicable.

(we expect to carry out the above within the following fourteen working weeks)

- (x) Send the finalised Contract to you.
- (xi) Agree a completion date.
- (xii) Exchange Contracts.

- (xiii) Arrange for the monies required to complete to be received from the lender and yourself (if necessary).
- (xiv) Complete your purchase.
- (xv) Attend to the submission/payment of your Stamp Duty Land Tax/Land Transaction Tax.
- (xvi) Attend to the application for registration with the Land Registry. This can take a number of months to complete given the present backlog at the Land Registry.

## Generally

The great majority of transactions are 'standard'. However it is important to appreciate that some transactions are not standard and/or unforeseen circumstances can arise during the course of a transaction. Examples include defects in title which need remedying, there being a need for third party cooperation/consent to proceed, issues arising from search results which require specific action and issues which may lead to the need for an indemnity insurance policy to be taken out. If it clear from the outset that a transaction is not standard we will inform you and provide a costs estimate as appropriate. If unforeseen work comes up during the course of a transaction we will advise you of any additional costs/disbursements that will be due in advance of carrying out that work.

For a precise quotation, please contact us at [rebecca@ghpsolicitors.co.uk](mailto:rebecca@ghpsolicitors.co.uk) [hannah@ghpsolicitors.co.uk](mailto:hannah@ghpsolicitors.co.uk) or [secretary@ghpsolicitors.co.uk](mailto:secretary@ghpsolicitors.co.uk).

## 10. Wills, Probate (uncontested), Lasting Powers of Attorney and Related Work

### 10.1. Wills

For relatively simple Wills and related documents, we can usually offer a fixed fee price, as set out below. However, some Wills require bespoke drafting provisions and considerations and our costs will not be based on fixed fees. In those circumstances, we will always inform our clients and provide costs estimates/quotes at the outset. Our fees attract VAT at the now applicable rate of 20%. Some disbursements (if any are incurred) may also attract VAT at 20%. We do not normally have any disbursements to incur when drafting a Will.

Single Will (Simple)	£175.00 plus VAT
Joint Wills	£300.00 plus VAT
Codicil	£100.00 plus VAT

#### Lasting Powers of Attorney (per person)

Property and Financial Affairs <b>or</b> Health and Welfare	£300.00 plus VAT
Property and Financial Affairs <b>and</b> Health and Welfare	£500.00 plus VAT

*Plus Office of the Public Guardian registration fee (currently £82.00) for each LPA. There is no VAT payable in respect of this disbursement.*

### 10.2. Probate – Obtaining a Grant of Representation, i.e. Grant of Probate or Letters of Administration

Costs are usually dependent on how involved you wish us to be with the administration of the Estate. You can instruct us simply to obtain a Grant of Representation, leaving you to deal with the administration of the Estate or, alternatively, you can ask us to deal with the



whole administration. This includes obtaining a Grant of Representation and collecting in and distributing the Estate.

We typically charge between £650.00 to £1,000.00 plus VAT for an application for a Grant of Probate or Letters of Administration only. In addition, there will commonly be expenses of £5.00 to £9.00 for any Oath that is necessary in support of the application and a fee is payable to the Probate Registry which, at December 2022, was set at £276.00 together with a copy fee of £1.50 for each copy of the Probate which is required. If we are to deal with the administration, we may charge £6.00 plus VAT way of an electric ID check against the Executors, administrators and each beneficiary. There may be other disbursements but these will be rare. They may include such things as obtaining Office Copies from HM Land Registry in relation to any property comprised within the Estate and these costs between £3.00 and £6.00 per property.

### **10.3 Our Service**

All work will be carried out by a solicitor or a Legal Executive under the supervision of an experienced solicitor. We will meet with you to take your instructions, including identifying the legally appointed Executors or Administrators based upon your family information. Our charging rates are between £150.00 per hour to £225.00 per hour plus VAT at the current rate of 20%.

We will complete the probate application paperwork and meet with you again to sign the documents. We will also discuss with you any inheritance tax issues that may arise.

We will then make an application to the Probate Registry. Once the Grant of Probate is received, this will be provided to you. On average, obtaining the Grant of Probate can take three to five months, although it can take longer as there currently delays at the Probate Registry.

Our fees are charged on the following basis:-

- You will let us have an original Death Certificate.
- We hold the original Will or are provided with the original Will, there are no questions in respect of its validity and we do not have to conduct an extensive search to locate the Will.
- You provide a schedule of assets and liabilities which set out the value and how they are owned either at the meeting or shortly afterwards. We would also expect you to provide bank statements or other statement showing the value of the deceased's Estate at the date of death.
- You will provide details of all gifts made in the seven years preceding death, including the date, person and amount gifted. This should be provided in a schedule at the meeting or shortly afterwards.
- If there are any gifts during the last seven years which complicate the inheritance tax position, we will need to know this in advance and we can then revise our estimate.
- The value of lifetime gifts does not exceed £150,000.
- There are no trust assets.
- The deceased was domiciled in England and Wales.
- There is no foreign property.
- There are no ongoing disputes with family members.

Some cases are more complex. For example, where no Inheritance Tax (IHT) is payable however additional Inheritance Tax accounts are required, such as where there is a transferable Residents Nil Rate Band, our charges will then increase from £550.00 plus VAT to £2,000.00 plus VAT depending on the work required to collate the relevant information for the IHT Return.

In cases where the requirements above are not met and, in particular, where it is necessary to complete a full Inheritance Tax IHT400 form and arrangements are made to pay the Inheritance Tax due from a single account, our charges would be in the region of £750.00 to £2,500.00 plus VAT. Our charges for the core work would remain as set out above.

If, as part of the administration, you require us to carry out additional work, we will agree additional charges with you. These are normally calculated based on the time working on your instructions and the complexity. We will provide with you an estimate before undertaking such work.

#### **10.4. Administration of an Estate**

If you would like us to provide a more comprehensive service where we assist in all aspects of collecting in the Estate with full administration of the same, we would agree a fee on an individual basis once the extent and nature of the assets of the estate are identified and you have confirmed your instructions in respect of the level of work you wish us to carry out for you.

Many firms charge a value based fee taking a percentage of the estate on top of their hourly rate for the work done. This, in our view, does not represent an accurate reflection of the work done and so, generally, we waive claiming a value part of our fee and instead charge our full hourly rate based upon the level of expertise and this ranges from £150.00 plus VAT to £225.00 plus VAT depending on the experience of the fee earner conducting the work. Therefore, rather than charging you a fee based upon the value of the estate, we charge you for the amount of time that we have spent working on your file. Your work will be carried out by Maureen Morgan (a Solicitor) or Cheryl England (an associate member of the Institute of Legal Executives).

As part of our service:-

- All work will be carried out under the supervision of an experienced solicitor.
- We will meet with you to take your instructions, including identifying the legally appointed Executors.
- Instruct experts to assist us who will also charge a fee which is not included in our fee, upon which VAT will be payable.
- Consider any documentation supplied by you in relation to the assets and liabilities.
- Pay any funeral account.
- Contact institutions with whom an asset or liability may be held or owned and obtain confirmation and details of the documentation required to be completed.
- Prepare the probate application paperwork together with Inheritance Tax Accounts required by HMRC.
- Claim any Inheritance Tax allowances available and calculate the amount of Inheritance Tax due and pay the same.
- Meet with you to complete all paperwork and provide you with regular updates as to the administration of the estate.
- Obtain the Grant of Probate.
- Collect all assets within the estate and settle any liabilities.
- Distribute specific legacies.
- Apply for HMRC clearance (if required).
- Prepare Estate Accounts for Executors/Administrators and obtain residuary beneficiary approval.
- Distribute the residuary estate.

On average, dealing with the administration of an estate can take twelve to twenty-four months depending on the circumstances and complexity. It may also be dictated by how long it takes to sell any property which forms part of the estate.

As mentioned above, disbursements and other costs related to your matter that are payable to third parties may incur VAT. We will handle the payment of any disbursements on your behalf to ensure a smoother process. Examples of disbursements may include the following:-

- Oath fees for swearing declarations or oaths related to the Grant of Probate.
- Probate Registry fee, which is currently £273.00 (not VAT is payable).
- £1.50 for each additional copy of a Grant of Probate (no VAT is payable).
- Inheritance Tax, which in general terms charges at 40% upon the net estate for Inheritance Tax above the Nil Rate Band.

The above is not an exhaustive list of disbursements and other disbursements may apply.

If a member of the firm is appointed as an Executor then we would incur the following additional expenses:-

- A Certainty register search - £120.00 plus VAT.
- Landmark lost asset search - £200.00 (approximately) plus VAT.
- Statutory advertisements with the London Gazette for creditors - £250.00 inclusive of VAT.

These expenses are optional if a member of the firm is not an Executor.

You will also need to consider that there may be other fees payable. These will include Inheritance Tax, Capital Gains Tax and accountancy expenses if we need to enlist their assistance. You will also need to consider potential repayments of some of the estate to the Department of Works and Pension, if there have been overpayments to them or to any other pension trustees.

## **11. Debt Recovery (up to £100,000.00)**

11.1. Generally, under the Solicitors Regulation Authority's transparency rules, we are required to publish information regarding our fees and services in relation to debt recovery for small businesses and/or individuals in respect of debts up to £100,000.00. There are a number of varying factors which will impact how much your case will cost. These factors include, but are not limited to, the following:-

- The nature and terms of the contract.
- The amount involved.
- Whether the opponent is a consumer or a commercial contractor.
- Whether there is a reasonable defence.
- Whether the opponent may have a counterclaim.
- The availability of the relevant paperwork, contracts etc.
- Whether court proceedings are necessary or whether other means by way of say a Statutory Demand/Bankruptcy Proceedings may be appropriate.

Due to the range of variables, we are unable to provide you with a breakdown of our charges. An estimate of our charges can be provided to you once we have all of the background information regarding your claim.

If your claim has unexpected complications, for example if there is a counterclaim or set-off, we will notify you of any revised cost estimate and will discuss the consequences of any such complications with you.

We can however provide you with an average or an indicative breakdown of fees that we apply under the different scenarios as follows:-

## 11.2 Our Fees and Services

Our fees for the initial discussion and advice, considering your claim and providing you with our advice will be between £200.00 plus VAT and £300.00 plus VAT.

For us to provide a Letter of Claim in accordance with the Pre-Action Protocols to send to your opponent, providing you with a copy and any response, we estimate that our costs will be £400.00 plus VAT to £700.00 plus VAT depending on the complexity of the matter.

## 11.3 Court Claims

Where court claims are undisputed and it is possible to get judgment in default, we would estimate our costs to be between £700.00 plus VAT and £1,300.00 plus VAT.

If your opponent disputes your claim, we will discuss any further work required and provide you with revised estimates in respect of the time and amount of costs that we are likely to incur.

The likely work that we are going to be involved in is as follows:-

- Preparing and issuing a Claim Form.
- Advising you in respect of the Acknowledgement of Service, Judgment in Default and upon any defence that is received.
- Applying for Judgment in Default of the defence.
- When Judgment in Default is received, sending you a copy of the same and sending a copy to your opponent to request payment.
- Advising you as to possible enforcement action and the various means available to you. Our estimated fee range would be £600.00 plus VAT to £2,500.00 plus VAT plus the court issue fee. This can be obtained via the court website at <https://www.gov.uk/court-fees-what-they-are>. The court fee is inclusive of VAT but is not included in our fee.
- Where claims are disputed, much will depend on the nature of the dispute as to whether the whole or part of the claim is disputed and whether or not a counterclaim is issued. These are different in every case. In the event that court proceedings become defended, we will review the matter with you and provide you with an update costs estimate.

All of the above factors will have an effect upon how long the matter will take however on average, our initial discussions and fact finding will take approximately two weeks. A letter of claim will take a further one to two weeks and a court claim, if the matter is disputed, will take six to eight weeks.

Any other claims which are defended or with some of the complications mentioned above, will take between six and twelve months.

When proceeding with debt collection such as this, you may incur disbursements such as court fees (no VAT) and barristers' fees (VAT payable at 20%) for drafting paperwork. We will handle the payment of these disbursements on your behalf and will collect them from you. We will advise you as to each individual disbursement as to whether VAT is payable or not.

The current court fees can be found on the Government website at <https://www.gov.uk/court-fees-what-they-are>.

There may be other fees payable such as finders fees and process servers fees however we will advise you of these prior to the same being incurred.

We confirm that debt collection will be dealt with by our Mr Stephen Geraint Jones, who is a Solicitor, and his charging rate is £245.00 plus VAT per hour. Mr Jones will be assisted by his Secretary, Miss Rebecca Williams, who will not carry out any fee earning activities.

It is important that you understand that you will be responsible for paying our costs whatever the outcome of the case; win, lose or draw. We will discuss with you whether your charges and expenses are payable by another person or by instalments. Even if you are successful in respect of your claim, the other party may not be ordered to pay your charges and expenses or these may not be recovered from them in full as would normally be the case where your opponent is in receipt of Public Funding under the Legal Aid scheme.

There is also a risk that you may not recover costs if, for example, you reject proposals to have your case decided by alternative dispute resolution or if you refuse sensible offers made to you at an early stage. You may also be unable to recover your charges and expenses because of the difficulty of enforcing the judgment against your opponent. If this happens, you will have to pay the balance of our charges and expenses without deduction.

Please note that the most important decision in litigating through the court is to ensure that your potential defendant will have sufficient funds to discharge what is owed to you and costs. In short, all our costs dealing with debt recovery matters will be based on an hourly rate. The applicable hourly rate will be between £175.00 plus VAT to £245.00 plus VAT. The caseworker who conducts the matter will also provide a cost estimate so far as possible at the time.

All of our fees are subject to VAT at the applicable rate, which is currently 20%. You will need to take your own accountancy advice regarding any VAT component in the debt you are seeking to recover.

If enforcement of a Judgment is required then you will also have to pay the court fees payable. Court fees do not attract a VAT element and the fee will depend upon the mechanism you choose for enforcement. We will of course advise in advance of any applicable court fees.

Should you require the assistance of counsel to draft paperwork or deal with any particular issues in respect of the merits or any hearings then you will be responsible for these fees. Counsel's fees do attract VAT at the applicable rate of 20%.

There may be other disbursements such as expert evidence needed, e.g. medical, however we will never incur any substantial disbursements without your agreement.

If you are successful and the court orders that the other party do pay some or all of your charges and expenses, interest can be claimed on these sums from the other party from the date of the court order(s). We will account to you for such interest to the extent that you have paid our charges and expenses on account, however we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay. In some circumstances, the court may order you to pay the other party's legal charges and expenses, for example if we lose the case. The money would be payable in addition to our charges and expenses. We will discuss with you your liability for another party's charges and expenses and that they may be recovered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses, sometimes called After the Event Insurance. In contentious matters, the amount of our costs which you will have to pay may be greater than the amount you can recover from the other party. We will discuss all of this with you as matters proceed.

## 12. Employment and Employment Tribunals

As with debt recovery above, it is difficult to provide an estimate given the variety of circumstances that may require you to instruct us.

All our fees attract VAT at the applicable rate, which is currently 20%, and some of the disbursements that you may incur, any tribunal fees etc, do not. If you instruct counsel or wish to obtain expert advice, these may charge VAT. Counsel do charge VAT whereas some other experts do and don't charge VAT at the applicable rate. We will advise you as and when we provide you with estimates as to their costs.

Any specific funding terms offered will be based on a case by case assessment. Our offer will be set out in clear terms to you and it is then your decision whether to accept the offer. Whilst this is only intended as a general guide, the usual range of costs is anything from £100.00 plus VAT to £5,000.00 plus VAT. The work would be carried out by our Mr Alexander Bailey or Mr Stephen Geraint Jones who are both solicitors with over ten years of experience.

Our costs in relation to dealing with employment law claims will be based upon our hourly rate of between £195.00 plus VAT and £225.00 plus VAT per hour. As always, the applicable hourly rates will be set out to you at the outset within our terms of business, leaving it for you to decide whether to proceed or not. The hourly rate will typically depend upon which fee earner conducts the matter. We will provide a cost estimate as far as possible at the outset.

As for likely disbursements, there are no longer tribunal fees upon issuing a claim to an employment tribunal. There may be counsel's fees which will depend on the level of involvement needed and the seniority of counsel used. We will provide estimates as to the likely counsel fees in advance of instructing counsel. Counsel's fees do attract VAT. There could be some disbursements, e.g. expert medical reports. Again, usually these fees do not attract VAT and whether or not they will be necessary depends on the nature of the claim.

In employment tribunals the successful party does not as a rule recover their costs from the unsuccessful party. For that reason, it is important for you to consider, with your legal adviser, proportionality, i.e. the amount of costs that will be incurred to pursue the matter as compared to the realistic value of the claim. We will always continue throughout the matter to bear this in mind. This means that we will always consider a settlement or proposal in our mind as the matter proceeds.

In relation to non-contentious employment matters, we would estimate that our costs could be anything from £250.00 plus VAT to £750.00 plus VAT. This will include providing the initial advice based upon your instructions and providing you with a written advice or approval, for example, a Settlement Agreement. We would expect that this would take us no longer than two weeks from your initial instructions to resolve.

In relation to a contentious employment matter, it is difficult to estimate how long matters will take however, on average, we would estimate as follows:-

- Initial discussion/advice – two weeks.
- Initial letter of claim/correspondence and a letter of advice – three weeks.
- Application to the tribunal – three to five months if the matter were defended.
- Dealing with any directions and Final Hearing – a further three months.

As part of the services that we provide, we will provide advice, prepare documentation, negotiate and provide advocacy services. We may instruct third parties such as barristers or experts, if appropriate. The barristers and experts' fees will be charges in addition to our costs but will not be incurred without your agreement. We will also provide the necessary

advice in relation to alternative dispute resolution and/or mediation, and you will be encouraged to use these services as they can often lead to a swift and inexpensive settlement of a claim, rather than protracted litigation in the tribunal.

### **13. Licencing Applications**

Generally, we no longer provide licencing application services as a standalone service. We can of course advise in the process of the conveyancing process.

### **14. This Firm's Complaint Handling Policy**

#### **Complaints Procedure**

We are always committed to providing a high-quality legal service to all our clients. In the unlikely event something goes wrong please tell us about it. This will help us to improve our standards.

#### **Our Complaints Procedure**

If you have a complaint, please contact Mr S. Geraint Jones, our Client Care Officer. You can write to him by email at [geraintj@ghpsoilicitors.co.uk](mailto:geraintj@ghpsoilicitors.co.uk) or at 7 Brynford Street, Holywell, Flintshire, CH8 7RD or you can telephone him on 01352 711815. Mr Jones will deal with your complaint personally in conjunction with your Fee Earner. Your complaint will be dealt with fairly and impartially.

#### **What will happen next?**

- We will send you a letter acknowledging your complaint and we will ask you to confirm or explain the details set out. We will also let you know how we propose to deal with your complaint. You can expect to receive our response within 7 working days of us receiving your complaint.
- We will record your complaint in our central register and open a file for your complaint.
- We will acknowledge your correspondence setting out details of your complaint and confirm what will happen next. You can expect to hear from us within fourteen days of your reply, subject to any points that need clarification.
- We will then start to investigate your complaint. This may involve one or more of the following steps: • We may ask the member of staff who acted for you to reply to your complaint within 14 days. • We may examine their reply and the information in your complaint file. We may then ask them for more information. This will take up to 10 working days from receiving their reply and the file.
- We may invite you to a meeting to discuss and hopefully resolve your complaint. We will do this within 14 working days of receiving all the details we need from the member of staff acted for you.
- Within 7 working days of any meeting we will write to you to confirm what took place and any solutions we have agreed with you including whether any unsatisfactory procedures need correcting
- At this stage, if you are still not satisfied you can write to us again. We will then arrange to review our decision within 14 working days.
- We will let you know the result of the review within 14 working days of the end of the review. At this time we will write to you confirming our final position on your complaint and expressing our reasons. We will give you the name and address of The Legal Ombudsman. If you are still not satisfied, you can contact them about your complaint.

If we have to change any of the timescales above, we will let you know and explain why.

## **Legal Ombudsman**

We are permitted a minimum of eight weeks to consider the complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then our clients are advised that they may ask the Legal Ombudsman to consider the complaint.

Clients are free to refer any complaint about our work, fees or level of service but there are some conditions and time limits. Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of the client having received a final written response from us about their complaint. Complaints to the Legal Ombudsman must usually be made within six years of the act or omission about which the client is complaining occurring; or within three years from when the client should have known about or become aware that there were grounds for complaint. The Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010.

For further information, please contact the Legal Ombudsman on 0300 555 0333 or visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton WV1 9WJ.

Please do be aware that if you are a business (other than a micro-enterprise), charity or club with an annual income of more than £1 million or a trustee of a trust with an asset value of more than £1 million you cannot use the Legal Ombudsman to consider your complaint.

## **Solicitors Regulation Authority**

If someone thinks a solicitor might be dishonest or you have concerns about their ethics or integrity, they have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman).

For further information about the SRA's role and the means to make a complaint, please contact the SRA on 0370 606 2555 or visit:  
<https://www.sra.org.uk/consumers/problems/report-solicitor.page#report>