

Private Paying Client - Costs Information

Generally

For some matters, this firm is able to offer a fixed price for carrying out work on your behalf - making a will; buying or selling a house etc.

However, for matters concerning a dispute with another person, or where it is envisaged that a matter may take some time to conclude, it is very difficult for your solicitor to be able to give you an accurate indication as to how much your case will cost, the first time you see him/her.

A number of factors will influence how much your case will cost you.

A matter concerning a dispute in which the parties agree a settlement at an early stage is more cost effective than one reached at the Court door, and far more cost effective than having to ask the Court to make an Order.

Indeed, if the case does progress to a full Court Hearing, the length of hearing, number (and Type) of witnesses needed etc, will all influence the cost of the case.

In some cases, it will be necessary to obtain expert evidence, or to instruct a barrister to advise or represent you, in which case these sort of disbursements will increase the cost of your case.

There are numerous other factors which will all affect the level of costs - the time spent in preparation, perusal, attendance's, not to mention the overall importance, complexity, difficulty or urgency of the case.

Other Considerations

Family/Matrimonial

Cases where both parties are largely in agreement about matters mean that less work, by way of attendance's, sending letters and receiving letters is needed. Thus, such cases are likely to cost far less than cases where no agreement can be reached upon any matters. As an example, consider the valuation of a matrimonial home where a marriage has broken down. One party may state that the home is worth £70,000, whereas the other party may suggest £60,000 as being more reasonable. If the parties are unable to reach an agreement regarding the valuation, valuers for each party may have to be instructed, which will increase the cost of the case.

Criminal Cases

Whether your case is dealt with in the Magistrates Court or the Crown Court will have a significant bearing upon costs. In the Crown Court, you will have to pay for legal representation by both a barrister and a solicitor (or a legal clerk). Costs increase considerably if a case is dealt with in the Crown Court.

So far as trials are concerned, it is difficult to judge at

the outset of a trial just how long a trial may last. Some trials take longer than expected, and this increases costs.

If your case proceeds to trial in the Magistrates Court, then prior to your trial taking place, you will be given an indication as to the likely costs which will be incurred if you are represented upon a trial, together with an indication as to the amount of costs already incurred up to that point.

If your case proceeds to the Crown Court, your authority will be sought before a barrister is instructed to represent you. We will obtain a provisional estimate from your barrister as to the likely fees he would incur if he were to advise you in conference, and thereafter represent you upon your first appearance in the Crown Court. You will have to pay sufficient monies on account to cover your barristers provisional fees before we instruct him to represent you.

It is difficult to assess at the commencement of Crown Court proceedings how much this firm's costs will be. However, experience suggests that our costs are likely to be in a similar region to those of your barrister.

In Crown Court proceedings, sometimes unexpected hearings arise, which will not have been catered for in your barristers estimate. For instance, the prosecution may apply to vacate a trial on the basis that one of their key witnesses may be unable to attend. As we will be on the Court record as acting for you, this firm has to ensure that you are represented on such occasions. You will be liable for the costs incurred in dealing with such unexpected hearings, and it is a condition of our agreeing to act for you that you accept this.

Personal Injury Cases

We offer a 'No Win No Fee' arrangement for certain types of cases. Further details are available upon request.

In most personal injury cases, where you succeed in your claim, any costs which you have incurred in bringing your claim will be paid by the other side. However, where for any reason we are unable to recover our reasonable costs and disbursements in full from the other side, you will be responsible for any shortfall. You should bear in mind that if you succeed in your claim, and receive £1,000 or less in respect of the actual injuries you sustained (as opposed to any loss of earnings or out-of-pocket expenses) you may not recover all or any of the costs and disbursements you have incurred in pursuing your claim, from the other side. This is because had you pursued your claim to Court, and the Court had awarded you £1,000 or less for your actual injuries, the Court would not make any order concerning costs - in effect each party would have to pay their own costs.

Conveyancing

In most instances, this firm is able to offer fixed price Conveyancing services.

In addition we will notify you of the disbursements which will be incurred, at the outset.

Wills

This firm offers a fixed rate for the drafting of wills, dependent upon whether the will is a single will or a joint will.

Please note that in the event of a lengthy or complex will, an increased charge may be made.

Disbursements

Before we incur any disbursements on your behalf (excluding travelling expenses), we shall obtain your authority to do so. It is the policy of this firm to obtain a payment on account before any disbursement is incurred.

When Do I Have to Pay?

We reserve the right to ask you to make a payment on account of our costs to be incurred at the commencement of your case.

We reserve the right to bill on an interim basis. If an interim bill is raised and you fail to pay it without good reason, then upon giving you reasonable notice of our intention to do so, we may withdraw from representing you.

Unless otherwise agreed, all invoices should be settled within 14 days.

Interest will be charged on overdue invoices at a rate of 15% on a daily basis.

Pursuant to section 65(2) Solicitors Act 1974, we have a right to request reasonable payments on account and the right to withdraw from representing you in the event that such payments are not provided within a reasonable time.

Please note that if you are dissatisfied with your bill, you may have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974.

Other Important Information

Civil Proceedings

- You are responsible for payment of our costs regardless of any order made against your opponent
- If you lose the case you will probably have to pay your opponent's costs as well as your own
- If you win your opponent will not necessarily be ordered to pay all of your costs and the opponent may not be capable of paying what they have been ordered to pay
- If your opponent is legally aided you may not recover your costs even if you are successful in civil proceedings

Criminal Proceedings

- If you are acquitted your solicitor will ask the Court to order that any legal costs you have incurred should be repaid out of Central Funds.
- Such an order is at the discretion of the Judge and even if made, it will not be sufficient to pay all the costs you have incurred—you will be liable for the shortfall. This means that even if you win your case, you may still have to pay your own costs.
- In the Crown Court, such an order can only be considered if you have applied for and been refused legal aid.
- In the event of you losing your case, you will be liable to pay prosecution costs.

And Finally...

Please do not feel embarrassed or reluctant to ask about our charges or express any anxieties that you may have about the matter we are handling on your behalf.

Whilst we cannot guarantee the outcome of a particular case, we do guarantee to represent you to the best of our ability, and to carry out whatever work is necessary on your behalf with tact and efficiency.

We sincerely hope the need will never arise, but if you do have any problem with either the service we have provided, or your bill, then please do not feel embarrassed or reluctant to raise the issue with the solicitor who has dealt with your case. If for any reason the issue cannot be resolved informally, then please note that we do have a formal complaints procedure which is available upon request. Please note that any formal complaint should be in writing and addressed to Robert Hanratty. Robert Hanratty will endeavour to resolve your complaint within 8 weeks. If he is unable to do so, or if your complaint is not resolved to your satisfaction then you have a right to complain to the Legal Ombudsman (for further details see www.legalombudsman.org.uk).

Charge Rates

Unless subject to a fixed fee or other costs basis, our charges are based on the time we spend dealing with a case. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling, considering, preparing and working on papers; correspondence; and making and receiving telephone calls.

Our charge rates are set out below. On 1st April we will review our charge rates and will notify you in writing of any increased rate.

We will add VAT to our charge rate at the rate that applies when the work is done. At present, VAT is 20%.

1st April 2023 to 31st March 2024

- (i) Travelling/Advocacy/Attendance/Preparation/Waiting

Senior/Consultant Solicitor	£240/hour
Assistant Solicitor	£190/hour
Trainee Solicitor	£150/hour
Legal Clerk	£100/hour

- (ii) Travelling—Mileage Allowance

Mileage Allowance	45p/mile
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- (iii) Letters/Emails Written/Telephone Calls (routine)

Senior/Consultant Solicitor	£24 each
Assistant Solicitor	£19 each
Trainee Solicitor	£15 each

- (iv) Letters/Emails Received (routine)

Senior/Consultant Solicitor	£12 each
Assistant Solicitor	£9.50 each

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved. We may increase our charge rates to reflect these factors.

Personnel

- Senior Solicitors** Robert Hanratty
Paul Inns
Sophia Nazar

- Consultant Solicitors** Chris Tomley
Huw W Williams

- Assistant Solicitor** Isabella Jennings

- Trainee Solicitor** Gurleen Kaur

- Legal Clerks** Hayley Wright
Freya Maguinness
Karen Kirkwood
Chloe Davies

Electronic Payments

In addition to the fee charged by the financial institution, which is subject to VAT, we charge an administration fee of £18 plus VAT for arranging each electronic payment made by us on your behalf.

How To Pay

We accept payment by cheque (made payable to ‘Hanratty & Co.’) or cash.

We also accept card payments.

Alternatively, you may wish to transfer monies to us from your bank account. If you require our bank details, please contact our Accounts Manager, Regina Hanratty.

Please note that in light of the Money Laundering Regulations 2007 we are unable to accept cash payments in respect of our invoices or disbursements excess of £1,000.

We regret that we are unable to accept payment of disbursements in excess of £200 via card payment unless you agree to pay any transaction fee we incur in accepting your card payment.

We do accept payment by BACS—please ensure you quote your reference number on any payment—into the following account:

Hanratty & Co. Client Account
HSBC
Sort Code 403433
Account No. 23664066