



# **Brabners**

## Price Transparency 2025

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## Brabners Pricing & Service

### **Our transparent price commitment**

We are committed to providing you with the best possible information about the likely overall cost of your matter, both at the time of engagement and when appropriate as the matter progresses.

We are also committed to giving you the right information at the right time to help you make informed choices about the legal services you need – including an understanding of what the costs might be. To help you with this we provide you with information about our services and the prices we charge for them.

### **Our experience and qualifications**

We use experienced and well-qualified staff on all engagements. Please [click here for more information](#).

### **Our Fees**

#### **Fees Estimate and Quotations**

If we provide a fee estimate or quotation for a piece of work:-

An estimate is our indication, made in good faith, of our likely fee for carrying out the work concerned, based on our information at the time the estimate is given. An estimate is subject to revision and does not amount to a contractual commitment on our part to carry out the work for that fee. We will tell you promptly if it becomes apparent that our fees are likely to exceed an estimate that we have given and we will discuss and agree with you the best way forward.

A quotation is a proposal by us to carry out specified work for a stated fee. Any such quotation will be in writing, setting out the work included and excluded, and is given on the basis of the information available, and the circumstances known to us being and remaining materially correct and not changing. If you accept that proposal, it then becomes a contractual commitment on both our parts. If we carry out work in excess of that specified, our fees for that additional work will be charged at our then applicable standard hourly rates. We also reserve the right to charge additional fees on the same basis for material additional work arising from circumstances known to you when you accepted our quotation, but did not disclose to us, or which are materially different from those envisaged when we gave our quotation.

**All our fees and disbursements are quoted exclusive of Value Added Tax (at the prevailing rate which is currently 20%) where applicable.**

#### **Charging Rates**

Unless we have agreed a quotation or made another specific agreement with you we invoice on the basis of the time our professional staff have been engaged on your matter.

These rates do not include any enhanced rate or value element for work that is particularly complicated, has to be carried out very quickly, or in an inconvenient location, but such an increase will only be added with your prior agreement or where we have stipulated an increase for such factors before embarking on the work.

Our charging rates may be reasonably adjusted from time to time but will not be adjusted more frequently than annually.

#### **Detailed Information**

At any time at your request we will provide you with a full breakdown of the fees and expenses incurred to date.

## **Alternative Fee Arrangements (AFAs)**

At Brabners we also offer 'alternative' or 'special' fee arrangements with our clients based on a structure other than hourly billing. There are a number of arrangements that our clients can enter into with his/her solicitor to achieve certainty in relation to their individual needs. Some examples of alternatives are described below.

### **Fixed or Flat Fee**

This is the simplest method of alternative pricing, it means charging for a predefined service at a fixed or flat rate. This fee might be negotiated for the whole service or just part of it.

### **Contingent or Success Fee**

Based on the results achieved, this fee requires a clear agreement as to what the desired results will be and what will not be covered under the fee arrangement.

### **Task or Unit-Based Billing**

In this arrangement, identified tasks or components of the transaction are used to measure the fee. This arrangement may also be used in complex litigation or transactional matters where budgeting is required by the client.

### **Percentage Fee**

Unlike a contingency fee, a percentage fee is based on a schedule of fees related to the amount involved in the matter being handled. The amount may be predetermined, such as a percentage of a loan amount being negotiated or the value of real estate being purchased, or it may be based on the amount of a bond issue. The percentage rate may be consistent or graduated.

### **Retrospective Fee Based on Value**

This is different from most AFAs in that the exact amount of the fee is not known to either the lawyer or the client until the matter is concluded. The fee agreement should set forth the factors that would be considered in setting the final fee and in some instances a minimum or a maximum fee may be outlined in the engagement agreement.

### **Statutory or Other Scheduled Fee Systems**

In some instances, the amount to be paid for legal services is spelled out in some statutory enactments, scheduled for prepaid legal service plans or by purchasers of legal services on a volume basis. Sometimes these are imposed, sometimes they are negotiated. Some reflect government-imposed social policies. Examples are social security cases, prepaid legal, insurance subrogation and uncontested foreclosures.

## **Hybrid Fee Arrangements**

### **Blended Hourly Rate**

In this hybrid of the hourly rate system, instead of specific hourly rates for individual fee chargers, one rate is applied to all hours billed on a matter regardless of whether it's for a partner, senior associate, associate or paralegal. This is often used in larger firms, where it has been negotiated as a fee arrangement by a corporate client.

### **Fee Collars**

This means hourly rates with maximum and minimum fees quoted.

### Fixed Fee Plus Hourly

A portion of the matter may be charged on a fixed or flat-fee basis, and a portion charged on an hourly rate basis, because parts of the engagement cannot easily be defined. In an estate planning matter, for example, documentation may be based on a fixed fee, while client meetings are based on an hourly fee.

### Fixed Fee Plus Success Fee

This hybrid is used when the firm has a good understanding of the services required and the client and the lawyer are willing to share in the risks associated with the matter. An example might be a securities offering where a fixed fee is charged for the documentation and a success fee is charged if the offering closes.

### Hourly Rate Plus Contingency

By combining hourly billing and a contingency factor the client and lawyer are sharing risks. Since a portion of the fee will be hourly (possibly at a reduced rate), the lawyer is guaranteed a minimum amount. An example might be a reduced hourly rate in litigation with a higher percentage contingency fee upon success.

### Litigation Fees

There are special rules about litigation costs and fees and comprehensive details will be sent to you where you are involved or could become involved in litigation. The following alternatives to hourly billing may be available subject to the nature and value of the dispute.

### Conditional Fee Arrangements

**The Conditional Fee Agreement ('CFA') is an arrangement between the client and the solicitor that – in the event the claim or defence is successful – the solicitor would charge his/her fees plus an uplift (or premium) on these comprising a % increase of those same hourly rate charges, to a maximum of 100% (which would effectively double the legal fees that would ordinarily be charged). However, and this is the most important part, under the CFA if the claim or defence was unsuccessful then no fees whatsoever would be charged and the only cost the client would face would be the solicitor's expenses.**

**A Discounted Conditional Fee Agreement ('DCFA')** works on the same principle as a CFA but only part of the solicitors fees are conditional on success. Unlike a CFA the solicitor will charge the client for the work undertaken as the case progresses albeit at a discounted hourly rate. The benefit of a DCFA is that the success fee on a Discounted Conditional Fee Agreement is generally lower than that of a CFA.

A Damages Based Agreement is also often referred to as a Contingency Agreement. It is an arrangement between a client and their solicitor wherein the solicitor's legal fees are only payable in the event the instruction is successful (as defined within the Damages Based Agreement). This can apply to both contentious litigated legal proceedings and non-contentious instructions to recover assets or realise interests existing in corporate disputes, property interests or any other commercial arrangement or dispute.

**Third Party Litigation Funding** is becoming increasingly common, particularly in larger value claims. This involves a third party funding your claim in return for a 'share' in the proceeds of anything you recover. If you wish us to advise you upon or investigate further the availability of Third Party Funding, you must specifically request us to do so. Time spent in advising/investigating will incur fees.

**Legal Expenses Insurance** is often included as part of your household or motor insurance, although its cover may be limited to certain types of claim and may also be limited in terms of the amount it will contribute to your legal costs. If we are instructed pursuant to a legal expenses insurance policy, you may remain liable to us for any shortfall between the insurers contribution and our normal charges.

Please note that whilst the above possibilities exist, we cannot guarantee that we would be willing to work on each of the above based on the particular facts of your case. A specific assessment of the merits of each case is needed before we can determine whether we are willing to offer certain of these possibilities.

## Conveyancing

We undertake conveyancing work and our team members may include:

- [Andrew Tidd](#)
- [Charlie Hansford](#)
- [Daniela Nalbus](#)
- [Andrius Roos](#)
- [Olivia Gilhooley](#)
- [Hannah Keeley](#)

### Purchase of a freehold residential property

Our fees cover all of the work\* required to complete the purchase of your new home, including dealing with registration at the Land Registry and dealing with the payment of Stamp Duty Land Tax (Stamp Duty) if the property is in England, or Land Transaction Tax (Land Tax) if the property you wish to buy is in Wales.

#### How long will my house purchase take?

How long it will take from your offer being accepted until you can move into your house will depend on a number of factors. The average process takes between 4-8 weeks.

It can be quicker or slower, depending on the parties in the chain. For example, if you are a first-time buyer, purchasing a new build property with a mortgage in principle, it could take X weeks. However, if you are buying a leasehold property that requires an extension of the lease, this can take significantly longer, between 1 and 3 months. In such, a situation additional charges would apply.

#### Stages of the process

The precise stages involved in the purchase of a residential property vary according to the circumstances. However, below we have suggested some key stages that you may wish to include:

- Take your instructions and give you initial advice
- Check finances are in place to fund purchase and contact lender's solicitors if needed
- Receive and advise on contract documents
- Carry out searches
- Obtain further planning documentation if required
- Make any necessary enquiries of seller's solicitor
- Give you advice on all documents and information received
- Go through conditions of mortgage offer with you
- Send final contract to you for signature
- Agree completion date (date from which you own the property)
- Exchange contracts and notify you that this has happened
- Arrange for all monies needed to be received from lender and you
- Complete purchase
- Deal with payment of Stamp Duty/Land Tax
- Deal with application for registration at Land Registry

Conveyancer's fees and disbursements for Purchase and Sales Transaction costing £250,000.00			
	Fees £	VAT £	Total £
Legal fee	£2,500.00 or 25% of the Price, whichever is the higher	At the prevailing rate, currently 20%	£3,000.00 assuming the £2,500 rates applies
Search fees	£350	£70	£420

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HM Land Registry fee	At the prevailing rate on the Price with a range of £45-£850; <a href="https://www.gov.uk/guidance/hm-land-registry-registration-services-fees">https://www.gov.uk/guidance/hm-land-registry-registration-services-fees</a>	£nil	£45.00-£830.00
Electronic money transfer fee per remittance	£20.00	£4.00	£24.00
Full anticipated quote on receipt of Price and transaction details			

Disbursements are costs related to your matter that are payable to third parties, such as Land Registry fees. We handle the payment of the disbursements on your behalf to ensure a smoother process.

**All our fees and disbursements are quoted exclusive of Value Added Tax (at the prevailing rate which is currently 20%) where applicable.**

### Stamp Duty or Land Tax (on purchase)

This depends on the purchase price of your property, and your situation you may have with owning other properties. These properties can include properties all around the world, and not just limited to the UK. You can calculate the amount you will need to pay by using HMRC's website or if the property is located in Wales by using the Welsh Revenue Authority's website here.

**Rates up to 31 March 2025 assuming one property ownership without any reliefs applicable:**

Property or lease premium or transfer value	SDLT rate
Up to £250,000	Zero
The next £675,000 (the portion from £250,001 to £925,000)	5%
The next £575,000 (the portion from £925,001 to £1.5 million)	10%
The remaining amount (the portion above £1.5 million)	12%

**Please note that we adopt a scope with assumptions, exclusions and a menu of additional applicable fees outside the scope of a conventional transaction, when issuing a fee-estimate.**

**We set out the scope with a menu of potential charges below.**

Anticipated Disbursements\*

	Fees £	Comments
Land Registry document issue fee	£7.00 + VAT for each document	Typically, no more than 5 documents are required.

Regulatory Fee	£15.00	This fee is charged for regulatory requirements to be followed.
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\*These fees vary from property to property and can on occasion be significantly more than the ranges given above. We can give you an accurate figure once we have sight of your specific documents.

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

**Residential Property transactions for the sale/purchase of the above-mentioned property (the 'Property')**

**1. Scope of Work**

We anticipate, from the information received from you to date, that our work on residential property transactions will comprise the following, per property:

**SALES**

- a) conducting Anti Money Laundering checks against you, to verify identity.
- b) providing Law Society Forms for completion and return.
- c) considering Title and preparing a draft Contract.
- d) negotiating and approving the form of transfer deed and replies to TA13 Enquiries.
- e) considering and responding to relevant and reasonable additional enquiries raised by the buyer resulting from the documents issued to them (with your input).
- f) engrossing and issuing for execution (at the relevant time) the contract and transfer deed.
- g) dealing with exchange of contracts and completing the transaction on the completion date.
- h) initiating and/or responding to all reasonable correspondence and telephone calls with you and/or the seller's solicitor.
- i) drafting a completion statement, paying your estate agent their commission and sending any balance due, to you.

**PURCHASES**

- a) conducting Anti Money Laundering checks against you, to verify identity.
- b) considering Title, Law Society forms Contract (and negotiating the form thereof) and drafting a disposal deed (and negotiating the form thereof).
- c) ordering and procuring suitable searches.
- d) raising additional enquiries resulting from the documents set out in (b) above.
- e) reporting to you on the title, documents and searches [and mortgage offer as appropriate].
- f) engrossing and issuing for execution (at the relevant time) the contract and transfer deed.
- g) dealing with exchange of contracts and completing the transaction on the completion date, including sending completion monies to the Seller's Solicitors.



- h) drafting a completion statement.
- i) Submitting Stamp Duty Land Tax returns and paying any duty payable to HMRC.
- j) applying for registration of the title at HM Land Registry and providing updated title registers to you.

### **2. Assumptions**

We have taken into account the following assumptions when providing the fee estimate per Property set out below. Please advise us as soon as possible if any of these assumptions are not correct:

- 2.1. the transaction does not become unduly complex or protracted or urgent or involve work outside of the scope of work detailed in paragraph 1. The transaction is a conventional simple sale, purchase or transfer.
- 2.2. the Property is registered with HM Land Registry, free from mortgage, and a single freehold title.
- 2.3. no third-party consents required to permit the disposal/acquisition/transfer.
- 2.4. no boundary or plan issues.
- 2.5. you will be actively involved in approving and executing documents to be used in each transaction and promptly assist with enquiries raised during the transaction, upon request.

### **3. Exclusions**

Our scope does not include any advice or work not included above, or for which an estimate has not been given below. Please see the menu of additional costs, as applicable below. In particular, the following matters are excluded from our scope:

- 3.1. all tax, planning, construction and/or environmental considerations and/or advice.
- 3.2. attendance of any meetings.
- 3.3. commenting on any Management Agreement or any deed other than the disposal deed and Title documents relating to the Property.
- 3.4. assisting with any other forms to be produced.
- 3.5. any arrears recovery outside the transaction, which will require separate instructions.
- 3.6. dealing with any complex title anomalies or rectifications in respect of the title to the Property.
- 3.7. any work requiring preparation of any applications or submission of any documents to Companies House, e.g. charge removals/registrations.
- 3.8. advice about the effects of the Building Safety Act 2022, any regulatory/legislative compliance affecting you or any advice about cladding, construction or anything else from a compliance perspective.
- 3.9. septic tank enquiries.
- 3.10. arranging any bespoke Indemnity Insurance Policy.
- 3.11. assisting with LPE1 enquiries/reporting thereon, for flats in buildings.
- 3.12. redeeming mortgages/legal charges/debentures.

**4. Fee Information**

Our fees in relation to acting on the sale/purchase of the Property, is **Two Thousand Five Hundred Pounds (£2,500)** or 0.25% of the Price, whichever is the higher, excl. VAT and disbursements, payable by you.

Our additional fees (**payable by you**), are as follows:

Septic tank enquiries	£250
Complex Title consideration	Hourly rate dealing with complexities
Arranging bespoke Indemnity Policies	£250
Leasehold transactions (including perusal and reporting on LPE1 Enquiries for flats in buildings)	£750
Legal charge to be redeemed	£150
Meetings	Hourly rate
Anti Money Laundering due diligence for overseas companies	£250
New Lease drafting	£1,950
Acting on behalf of your Mortgagee in the purchase of your property	£250
Drafting/securing any Licence to Assign/Deed of Covenant in compliance with Lease covenants	£150
Late Completion administration (failures to complete on the contracted completion date)	£250
Unregistered conveyancing	£550
Third Party Consents	£150
Assisting with any requisite forms/submission thereof with Companies House	£250
Boundary issues	Hourly rate
Retention (incl. drafting Contract Rider and dealing with money held back post-completion)	£250
Key Undertaking	£150
Declaration of Trust (listing percentages only – no additional provisions)	£250
UN1 (drafting & lodging at HM Land Registry, e.g., if there is significant time between exchange and completion)	£150
Deed of Rectification/ Deed of Variation (e.g., re ground rent)	£750

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Deed of Postponement	£250
ID1 (E.g., TOE, but we are only acting for one party, and it's appropriate to verify the identity of the other)	£150
Statement of Truth or Statutory Declaration (e.g., name discrepancy, bankruptcy restriction)	£350
Conditional Contract instead of using Standard Conditions of Sale	£500
Grazing Licence	£500
CH1	£150

Please note that if we are required to provide replacement engrossment documents for any reason, we reserve the right to charge additional engrossment fees to you or the seller/purchaser (as applicable, depending on the reason for such replacements).

Following completion, we will submit the net sale proceeds per plot to you (or your charge holder, if applicable) by bank transfer.

### Purchase of a leasehold residential property

Our fees cover all the work\* required to complete the purchase of your new home, including dealing with registration at the Land Registry and dealing with the payment of Stamp Duty Land Tax (Stamp Duty) if the property is in England, or Land Transaction Tax (Land Tax) if the property is in Wales.

#### How long will my house purchase take?

How long it will take from your offer being accepted until you can move in to your house will depend on a number of factors. The average process takes between 8-10 weeks.

It can be quicker or slower, depending on the parties in the chain. For example, if you are a first time buyer, purchasing a new build property with a mortgage in principle, it could take X weeks. However, if you are buying a leasehold property that requires an extension of the lease, this can take significantly longer, between 1 and 3 months. In such, a situation additional charges would apply.

#### Stages of the process

The precise stages involved in the purchase of a residential property vary according to the circumstances. However, below we have suggested some key stages that you may wish to include:

- Take your instructions and give you initial advice
- Check finances are in place to fund purchase and contact lender's solicitors if needed
- Receive and advise on contract documents
- Carry out searches
- Obtain further planning documentation if required
- Make any necessary enquiries of seller's solicitor
- Inspect the lease to see if any restrictions need to be dealt with
- Advise of any Deed of Covenants required with the management company
- Give you advice on all documents and information received
- Go through conditions of mortgage offer with you
- Send final contract to you for signature
- Agree completion date (date from which you own the property)
- Exchange contracts and notify you that this has happened
- Arrange for all monies needed to be received from lender and you
- Send applicable notices to the relevant management companies to comply with the lease
- Complete purchase
- Deal with payment of Stamp Duty/Land Tax
- Deal with application for registration at Land Registry

### **Sale of a freehold residential property**

Our fees cover all of the work\* required to complete the sale of your property. This includes dealing with estate agent fees on your behalf and also any redemption of the mortgage.

#### **How long will my sale take?**

How long it will take from you accepting the offer until you can complete the transaction will depend on a number of elements. The average process takes between 6-8 weeks.

It can be quicker or slower, depending on the parties in the chain, or other elements surrounding the situation of the property. For example, if the sale is by probate then only a limited amount of knowledge can be given on the property, which means that the buyers have to rely on their own inspection more so than if you were selling your own property.

The precise stages involved in the sale of a freehold residential property can vary according to the circumstances. However, below, we highlight some of the key stages that you may wish to include:

- Take your instructions and give you initial advice
- Obtaining title documents
- Preparing contract papers and agreeing the same with the buyer's solicitors
- Replying to any legal enquiries raised by the buyer's solicitors
- Approving the Transfer Deed and dealing with any pre-completion enquiries
- Obtaining any redemption statements required with a mortgage lender
- Exchanging Contracts and procuring the 10% deposit from the buyer's solicitors
- Completing the transaction and obtaining funds from the buyer's solicitors
- Redeeming any existing mortgage and accounting to you with the proceeds of sale
- Notify you once all has been completed

## **Sale of a leasehold residential property**

Our fees cover all of the work\* required to complete the sale of your property. This includes dealing with estate agent fees on your behalf, any management company or ground rent collector charges, and also any redemption of the mortgage.

### **How long will my sale take?**

How long it will take from you accepting the offer until you can complete the transaction will depend on a number of elements. The average process takes between 8-10 weeks.

It can be quicker or slower, depending on the parties in the chain, or other elements surrounding the situation of the property. For example, with a leasehold element attached to the property, you will be required to obtain further documentation for the freehold element of the property. This could be with a company like Estates & Management, who take up to ten working days to supply the information required, once their fee has been paid.

The precise stages involved in the sale of a leasehold residential property can vary according to the circumstances. However, below, we highlight some of the key stages that you may wish to include:

- Take your instructions and give you initial advice
- Obtaining title documents
- Obtain details and documents about any management companies involved with the property.
- Preparing contract papers and agreeing the same with the buyer's solicitors
- Replying to any legal enquiries raised by the buyer's solicitors
- Inspecting and dealing with any leasehold restrictions placed upon the property
- Supplying information on the management company for extra documentation to be sent after completion.
- Approving the Transfer Deed and dealing with any pre-completion enquiries
- Obtaining any redemption statements required with a mortgage lender
- Agreeing any apportionment figures for the ground rent/service charge
- Exchanging Contracts and procuring the 10% deposit from the buyer's solicitors
- Completing the transaction and obtaining funds from the buyer's solicitors
- Redeeming any existing mortgage and accounting to you with the proceeds of sale
- Notify you once all has been completed.

## Probate

Our team of Private Client solicitors is one of the largest in the North operating out of all four of the firm's offices (Liverpool, Manchester, Lancashire and Leeds). We have over 250 years of collective experience in delivering high quality work in all matters relating to Wills and estate administration.

The team has particular experience in high value estates and inheritance tax matters. This experience has been gained through working with lots of families, in many cases through successive generations. The expertise of our Private Client team is widely recognised and has received many awards. The team is consistently ranked in the Top Tier of the Legal 500, Chambers & Partners and the only North West firm in the Top 25 in Private Client Practitioner.

We have a team of over 20 lawyers specialising in estate administration work and their individual profiles and respective experiences can be found here: <https://www.brabners.com/services/private-client-estate-planning>. Regardless of who works on your matter, they will be supervised by one of the Partners in the team.

Our Current Private Client Team are listed below

<b>Liverpool office</b>	<b>Manchester office</b>	<b>Lancashire Office</b>
<a href="#">Duncan Bailey</a> – Partner (Head of Private Client)	<a href="#">Steven Appleton</a> – Partner	<a href="#">Sarah Murphy</a> – Partner
<a href="#">Louise Scholes</a> – Partner	<a href="#">Rachel James</a> – Associate	<a href="#">Jenna Chapman</a> – Associate
<a href="#">Mark Feeny</a> – Partner	<a href="#">Hannah Lisle</a> - Associate	<a href="#">Elizabeth Brown</a> - Paralegal
<a href="#">Amanda Bailey</a> - Partner	<a href="#">Saffia Ahmed</a> - Solicitor	
<a href="#">Jane Fagan</a> - Senior Associate	<a href="#">Huzaifa Moosa</a> – Solicitor	
<a href="#">Hayley Seddon</a> – Solicitor	Jordan Sewrey – Trust Administrator	
<a href="#">Alexandra Williams</a> – Solicitor	<a href="#">Emilija Muniute</a> – Paralegal	
<a href="#">Cathryn McCorkindale</a> – Solicitor		
<a href="#">Lorraine Turner</a> – Paralegal		
<a href="#">Lynne Foley</a> – Wills and Probate Executive		
<a href="#">Abbie Johnnys</a> – Paralegal		
<b>Leeds Office</b>		
<a href="#">Helen Dawson</a> – Senior Associate		

Further details of the range of Private Client Services our team can advise and assist you with can be found here: <https://www.brabners.com/services/private-client-estate-planning>.

### Our Fees

We have set out below illustrations of our fees in dealing with estate administration work in a couple of scenarios. Please note that the examples detailed below are indicative of the estimated fees that we

would charge for dealing with the estates as described and should not be taken as a binding quote for each and every matter.

**All our fees and disbursements are quoted exclusive of Value Added Tax (at the prevailing rate which is currently 20%) where applicable.**

In many cases, the scope of the instructions will change once the administration of the estate begins. In our experience, the level of this firm's fees in dealing with estate administration work will depend on both the complexity and any of the complicating factors we highlight below. It is sometimes not possible to anticipate the complicating factors at the time when we are initially instructed to deal with matters. We would tell you if we anticipate an increase to the fee estimate.

### **Example 1 – Non-taxable estate**

#### **Price**

If we are instructed to apply for the grant in an estate where there is a valid Will and no Inheritance Tax to pay, we anticipate that our fees would be in the region of £6,000 plus VAT and disbursements.

The above cost estimate is based on the non-taxable estate having one Executor who proves the Will, three beneficiaries and assets consisting of one property, two bank accounts and NS&I premium bonds, no significant work being required to claim transferable tax allowances from the deceased's spouse's estate, and there are no "complicating factors" (see below) to consider.

*Anticipated disbursements not included in our fee:*

- Probate application fee of £155
- Bankruptcy searches (per beneficiary) of £2
- Creditor notices under s.27 Trustee Act 1925 of £175-200 (approximately)
- Property and chattels valuation fees of £50-300 (approximately)
- Insurance of property of £200 - £600 (approximately depending on level of cover)

Disbursements are costs incurred relating to your matter that are payable to third parties such as court fees. The amount of these disbursement costs change from time to time which is outside our control. We can handle the payment of these disbursements on your behalf to ensure a smoother process.

The price would not include our conveyancing charges for dealing with the sale or transfer of the property in the estate nor does it cover fees for dealing with outstanding income tax returns (pre-date of death). Nor would the price include the cost of registering or administering any trusts which arise under the terms of the Will.

#### **Service**

We will handle the full process of administering the estate for you and our services would include:

- Providing you with a dedicated and experienced Probate solicitor to work on your matter.
- Identify the legally appointed executors/administrators and beneficiaries.
- Accurately identify the type of Probate application.
- Obtain the relevant documents required to make the application.
- Complete the Probate Application and relevant HMRC forms.
- Draft Oath for you to swear.
- Make the application to the Probate Registry on your behalf.
- Obtain the Grant of Probate and send copies to you and the financial institutions.
- Collect and distribute all assets in the estate and settle the debts and expenses.
- Provide a financial statement detailing all the transactions in the estate.
- Correspond with you and the beneficiaries at agreed intervals.

As mentioned, the exact cost will depend on the individual circumstances of the matter. If any of the "complicating factors" mentioned below are applicable in the estate you are instructing us to administer, then this will inevitably create additional work and therefore increase the level of this firm's costs.



### How long will this take?

The length of time it takes to administer an estate can vary and depends on its specific circumstances. On average, estates that are straightforward and fall within our example are dealt within 9 months of us being instructed. Typically, obtaining the Grant of Probate can take up to 5– 6 months. Collecting in the assets can take between 1 – 2 months. Once this has been done, we can distribute the assets which normally takes up to 2 weeks.

### Example 2 – taxable estate

#### Price

If we are instructed to apply for the Grant of Probate in estate where there is a valid Will and the estate is subject to Inheritance tax, we anticipate that our fees would be in the region of £15,000 to plus VAT and disbursements.

The above cost estimate is based on the estate having one Executor who proves the Will, three beneficiaries and assets consisting of two properties (main residence and holiday home), ten bank accounts, 3 investment portfolios with separate fund managers, claiming the available Inheritance Tax allowances, five beneficiaries and there are no “complicating factors” (see below).

*Anticipated disbursements not included in our fee:*

- Providing you with a dedicated and experienced Probate solicitor to work on your matter.
- Identify the legally appointed executors/administrators and beneficiaries.
- Accurately identify the type of Probate application.
- Obtain the relevant documents required to make the application.
- Complete the Probate Application and relevant HMRC forms.
- Advising on eligibility to claim the available Inheritance Tax allowances (Nil Rate band, Transferable Nil Rate Band, Residence Nil Rate Band and Transferable Residence Nil Rate band).
- Draft Oath for you to swear.
- Calculating the estate’s Inheritance Tax liability and advising you on amount required to obtain the Grant of Probate.
- Make the application to the Probate Registry on your behalf.
- Corresponding with bank and financial institutions to raise cash to fund the estate’s Inheritance Tax liability.
- Obtain the Grant of Probate and send copies to you and the financial institutions.
- Collect and distribute all assets in the estate and settle the debts and expenses.
- Provide a financial statement detailing all the transactions in the estate.
- Correspond with you and the beneficiaries at agreed intervals.

As mentioned, the exact cost will depend on the individual circumstances of the matter. If any of the “complicating factors” mentioned below are applicable in the estate you are instructing us to administer, then this will inevitably create additional work and therefore increase the level of this firm’s costs.

### How long will this take?

The length of time it takes to administer a taxable estate can vary and depends on its specific circumstances. On average, such estates can take many months to administer and are often subject to delay as we are reliant on HMRC agreeing the estate’s tax liability.

On average a taxable estate within our simple example can be dealt within 12 – 18 months of us being instructed. Typically, obtaining the Grant of Probate can take up to 9 months. Collecting in the assets can take between 2 - 3 months. Once the estate has received tax clearance from HMRC, we can distribute the assets which normally takes up to 4 weeks.

### Complicating factors that affect the level of our fees for all estates

If any of the following factors exist for any estate, there is likely to be additional fees that would affect the fees we would charge:

- There are disputes between beneficiaries on division of assets or between Executors on the administration of the estate
- Where the deceased is also a beneficiary of a trust and it is necessary to correspond with the trustees of that trust
- Considering and/or applying for Business and/or Agricultural Property Reliefs
- Numerous beneficiaries (more than 5)
- Complicated Intestacy provisions
- Operating or selling a business
- Attendance at any properties including supervising the clearance
- Dealing with shares in a privately owned company
- Dealing with complicated stocks/shares investments (in terms of their value, missing share certificates, require appropriating to beneficiaries)
- Assets abroad
- Assets of a specialised nature e.g. classic cars, heritage items etc.
- Complex tax issues and/or dealing with HMRC investigations / requisitions from their Compliance checks
- The Will is unclear or disputed in any way
- Property issues, e.g. missing title deeds
- Transferring (rather than encashing) existing investments to beneficiaries
- Deeds of Variation, disclaimer and renunciation of appointment as executor
- Engagement in litigation or dealing with threatened or anticipated litigation (including caveats) or disagreements between executors
- Any personal responsibility / liability of Brabners if a partner within the firm is appointed as Executor
- All other duties of an unusual, unforeseen or complex nature

We can give you a more accurate quote once we have full details of the estate's profile and circumstances. We would discuss with you the effect these complicating factors would have on the level of this firm's fees. We would charge on a "time spent" basis based on the relevant fee earner's hourly rate. The current hourly rates of our Private Client team are as follows:

Grade	£ (plus VAT)
<b>Partner</b>	£475.00
<b>Senior Associate</b>	£350.00
<b>Associate</b>	£320.00
<b>Solicitor</b>	£280.00
<b>Trainee Solicitor</b>	£215.00
<b>Legal Executive/Paralegal</b>	£245.00

## Employment Tribunals

We undertake work connected with Employment Tribunals our team members may include

<p><b>Partners</b></p> <p><a href="#">Stephen Brodie</a></p> <p><a href="#">Nick Campbell</a></p> <p><a href="#">Lydia Edgar</a></p> <p><a href="#">Lee Jefcott</a></p> <p><a href="#">Brendan McAleese</a></p> <p><a href="#">Joseph Shelston</a></p> <p><a href="#">Kate Venables</a></p> <p><a href="#">Simon Whitehead</a></p> <p><b>Legal Directors</b></p> <p>Nicola Young</p> <p><a href="#">Lindsey Knowles</a></p> <p><a href="#">Christine Hart</a></p> <p><a href="#">Siobhan Howard-Palmer</a></p>	<p><b>Senior Associates</b></p> <p><a href="#">Ali Hough</a></p> <p><a href="#">Hannah Morrison</a></p> <p><b>Associates</b></p> <p><a href="#">Sarah Day</a></p> <p><a href="#">Trishna Modessa-Parekh</a></p> <p><a href="#">Matthew Lavelle</a></p>	<p><b>Solicitors</b></p> <p><a href="#">Heena Kapadi</a></p> <p><a href="#">Samantha Jackson</a></p> <p><a href="#">Susan McKenzie</a></p> <p><a href="#">Claire Flavin</a></p> <p><a href="#">Grace Pennington</a></p> <p><a href="#">Megan Lee</a></p>
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The specific fee earners who will deal with the case will be identified in the Client engagement letter.

**Unless otherwise agreed our pricing for bringing and defending claims for unfair or wrongful dismissal.**

- Simple case: £10,000 to £20,000 (excluding VAT)
- Medium complexity case: £20,000 to £45,000 (excluding VAT)
- High complexity case: £45,000 to £75,000 (or above in exceptional circumstances) (excluding VAT)

We charge based on an hourly rate which varies depending on the member of staff dealing with your matter. Our lowest hourly rate is £X and our highest hourly rate is £X. The seniority of the members of staff dealing with your case will depend on its complexity. We will discuss this with you when you instruct us.

**All our fees and disbursements are quoted exclusive of Value Added Tax (at the prevailing rate which is currently 20%) where applicable.**

Partner	£475
Consultant	£475
Legal Director	£390

## Brabners

Senior Associate	£350
Associate	£320
Solicitor	£280 - £290
Trainee Solicitor	£215

Please note that the above is a fee estimate only. It is not an agreement to a fixed fee. We do give preferential rates in certain circumstances.

Contact us to discuss costs estimate based on your particular case.

Factors that could make a case more complex include:

- If it is necessary to make or defend applications to amend claims or to provide further information about an existing claim
- Defending claims that are brought by litigants in person and/ or against a number of parties
- Making or defending a costs application
- Difficulty taking instructions and/ or changing your instructions or acting differently from the original basis of instruction.
- Other parties involved and their advisers not co-operating and/ or not acting reasonably and promptly.
- You adopting an unreasonable position during negotiations or seek terms which are unlikely to be agreed or conceded.
- Complex preliminary issues such as whether the claimant is disabled (if this is not agreed by the parties), whether the claims are brought in time (jurisdiction issues), whether the Employment Tribunal is the correct tribunal/ court for the case to be heard.
- The number of witnesses and documents
- A number of different claims being brought at the same time.
- If it is an automatic unfair dismissal claim e.g. if you are dismissed after blowing the whistle on your employer
- Allegations of discrimination which are linked to the dismissal (or otherwise)

There will be an additional charge for a Brabners fee earner attending a Tribunal Hearing. If you did want a member of our team to attend the Hearing then there will be a charge between £750 - £2,000 per day (excluding VAT) depending on level of seniority of fee earner required. The number of days attendance would depend on the complexity of the case and the number of days for which it is listed and would be agreed with you.

### Disbursements

Disbursements are costs related to your matter including but not limited to those that are payable to third parties, such as court fees, as well as costs such as our travel expenses and photocopying charges and registered mail/ couriers where appropriate. We handle the payment of the disbursements on your behalf to ensure a smoother process and we will invoice you for those disbursements.

Hearings can be undertaken by either Brabners solicitors or Counsel (“advocates”). We estimate that advocate’s fees would be as follows:

	Fee £ (excluding VAT)
Brief fee (fee for reviewing papers preparation for hearing and first day of hearing):	£1000 to £5000 (depending on experience of the advocate)

Daily rate: rate for each day thereafter:	£750 to £2500 per day (depending on experience of the advocate) for attending a Tribunal Hearing. Advocates' fees are subject to negotiation. Advocates' fees could be higher in exceptional circumstances.
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We may also involve Counsel in reviewing and/ or drafting the claim/ response and/ or witness statements. This will incur additional expense both in terms of our fees and Counsel's fees.

### Key stages

The fees set out above cover all of the work in relation to the following key stages of a claim:

- Taking your initial instructions, reviewing the papers and advising you on merits and likely compensation (this is likely to be revisited throughout the matter and subject to change)
- Entering into ACAS pre-claim conciliation where this is mandatory to explore whether a settlement can be reached/ dealing with request for ACAS pre- claim conciliation
- Preparing claim or response
- Reviewing and advising on claim or response from other party
- Exploring settlement and negotiating settlement throughout the process
- Discussing options/ tactics with you
- Preparing or considering a schedule of loss
- Preparing for (and attending) a Preliminary Hearing
- Dealing with disclosure of documents, including liaising with you, exchanging documents with the other party and agreeing a bundle of documents
- Taking witness statements, drafting statements and agreeing their content with witnesses
- Preparing bundle of documents
- Reviewing and advising on the other party's witness statements
- Agreeing a list/ statement of issues, a chronology and/or cast list
- Preparation and attendance at Final Hearing, including instructions to Counsel
- Liaising and corresponding with you, the Employment Tribunal and the other side throughout

The stages set out above are an indication and if some of stages above are not required, the fee will be reduced. You may wish to handle the claim yourself and only have our advice in relation to some of the stages. This can also be arranged on your individual needs.

### How long will my matter take?

The time that it takes from taking your initial instructions to the final resolution of your matter depends largely on the stage at which your case is resolved.

ACAS early conciliation may last up to 6 weeks.

If your claim proceeds to a Final Hearing, a typical 2 day unfair dismissal hearing in the Manchester or Liverpool Employment Tribunal would currently expect to be heard within 9 - 18 months depending on Tribunal resource.

This is just an estimate and we will of course be able to give you a more accurate timescale once we have more information and as the matter progresses.

For more information on the employment tribunal system please visit: <https://www.gov.uk/courts-tribunals/employment-tribunal>

For more information on bringing a claim see: <https://employmenttribunals.service.gov.uk/apply>

For more information on what to do if you are being taken to an employment tribunal please see: <https://www.gov.uk/being-taken-to-employment-tribunal-by-employee>

### **Alternative funding sources**

Please note that you may have other funding options available, such as cover under an insurance policy and/ or membership of a trade union. We will discuss these options with you at an early stage. If you feel you have access to alternative funding arrangements then please make this known to us.

Subject to the merits of a particular claim, alternative funding options may be explored (where appropriate) on request.

## Debt Recovery

### Debt Recovery Team

Our [debt recovery team](#) has considerable experience in recovering debts via pre-action processes, court proceedings, insolvency proceedings and enforcement action. The team includes:

- [Tom Smith](#) - Partner, solicitor and head of debt recovery
- [Jennifer Lockhart](#) - Partner, Solicitor, specialising in insolvency and debt recovery
- [Craig Arrowsmith](#) - Partner, Solicitor, specialising in insolvency and debt recovery
- [Kerry Davies](#) - Debt Recovery Manager, senior paralegal specialising in debt recovery
- [Alex Needham](#) - Associate Solicitor
- [Laura Earps](#) - Solicitor, Litigation and Debt Recovery
- [Carys Thornton](#) - Solicitor, Litigation and Debt Recovery
- [Tija Fitzgerald](#) - Paralegal, Debt Recovery
- [Charley Thompson](#) - Trainee Paralegal, Debt Recovery

The team has experience in all major industry sectors where goods and/or services are regularly supplied. The team is made up of partners, solicitors and paralegals. Regardless of who works on your matter, they will be supervised by a Partner or Senior Solicitor in the team.

### Price and Service Transparency

In accordance with our obligations under the SRA Transparency Rules, we are required to publish information as to the prices we charge in dealing with debt recovery matters and to highlight factors that can affect the price quoted.

We have set out below details of our fees in dealing with a simple unpaid invoice claim via the pre-action process, through to court proceedings and enforcement of a county court judgment or, as an alternative, via insolvency proceedings. **All our fees and disbursements are quoted exclusive of Value Added Tax (at the prevailing rate which is currently 20%) where applicable.**

Where a claim is more complex and relates to a breach of contract claim where damages are potentially recoverable then these fees do not apply.

### Pre-litigation fees

The fees below relate to work done prior to the issuing of court proceedings. All fees listed below are exclusive of VAT.

	Small Claims track up to £10,000	Fast-track £10,000 - £25,000	Multi-track £25,000+
Initial / tailored letter before action	£100	£125	£150
Pre-litigation negotiations	Hourly rates	Hourly rates	Hourly rates
Pre-issue settlement agreement	£250	£400	£500

**Issuing court proceedings**

Price list for issuing court proceedings and entering judgment in default.

	Our fixed commencement costs*	Court issue fee	MCOL court fee*	Late payment compensation per invoice*	Default judgment fee*	Judgment or admission fee*
Less than £300	£50	£35	£25	£40	£22/25	£40/55
£300 - £500	£50	£50	£35	£40	£22/25	£40/55
£500 - £1,000	£70	£70	£60	£40	£22/25	£40/55
£500 - £1,000	£70	£70	£60	£40	£22/25	£40/55
£1,000 - £1,500	£80	£80	£70	£70	£22/25	£40/55
£1,500 - £3,000	£80	£115	£105	£70	£22/25	£40/55
£3,000 - £5,000	£80	£205	£185	£70	£22/25	£40/55
£5,000 - £9,999.99	£100	£455	£410	£70	£30/35	£55/70
£10,000 - £14,999.99	£100	5% of claim	4.5% of claim	£100	£30/35	£55/70
£15,000 - £50,000	£100	5% of claim	4.5% of claim	£100	£30/35	£55/70
£50,000 - £100,000	£100	5% of claim	4.5% of claim £100	£30/35	£55/70	
£100,000 - £150,000	£100	5% of claim	N/A	£100	£30/35	£55/70
£150,000 - £200,000	£100	5% of claim	N/A	£100	£30/35	£55/70
£200,000 - £250,000	£100	£10,000	N/A	£100	£30/35	£55/70
£250,000 - £300,000	£100	£10,000	N/A	£100	£30/35	£55/70
£300,000 or more	£100	£10,000	N/A	£100	£30/35	£55/70

\*If a full recovery is secured from your debtor, these fixed costs will be included within the amount recovered. The judgment fee varies depending on whether or not a debtor files an acknowledgment of service or if the debtor files an admission.

Below is our additional price list for court proceedings and entering judgment in default where your debtor is based outside the jurisdiction of England and Wales

	Our fixed fee	Disbursements
Advice on whether England and Wales is the correct Jurisdiction	£150	£0
Translation costs	£150	£TBC*



Preparation of your certificate of service	£15	£0
Effecting service in Scotland, Northern Ireland, Channel Isles and Isle of Man	£68.25	£TBC*
Effecting service elsewhere	£77	£TBC**
Application for default Judgment	£400	£100
Enforcement advice	£250	£TBC***
Application for a European Enforcement Certificate	£300	£100
Post European Enforcement Certificate work	Hourly rate	£TBC***

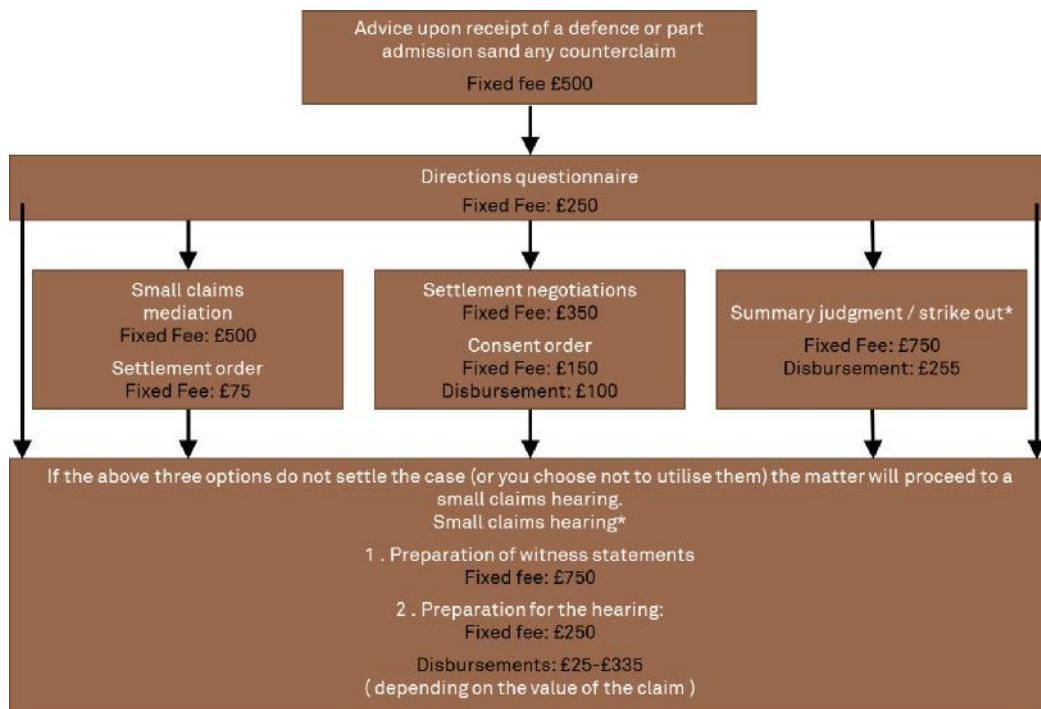
\*If your debtor’s first language is not English, your debtor may try to delay your claim by refusing to accept service of the documents unless translated into its official language. If we cannot persuade the process server and/or the court that the debtor does, in fact, understand English, you will need to have the court papers translated. At that stage we will obtain a quote for translation costs and we will advise you accordingly.

\*\*When serving the claim you may have up to three options. (1) The Royal Courts of Justice offer a cross-border process service for which there is usually no fee. (2) Alternatively, you may possibly effect service by registered post which should cost no more than £20. (3) Finally, you may be able to instruct an agent to effect direct service. If you choose to effect direct service we can obtain a quote beforehand.

\*\*\*When seeking to enforce a judgement in a foreign jurisdiction we will need to take enforcement advice from a lawyer in that foreign jurisdiction.

**Defended Recovery proceedings - small claims track**

Where your claim is defended and the amount claimed is for less than £10,000 then the following fixed fees apply until conclusion or until the case is allocated to a different track by the Court:



1. Each stage is additional and will be invoiced upon completion (or part thereof) of that stage.
2. In addition to the court fees listed above we will charge disbursements in accordance with our standard terms of business. These include (but are not limited to) printing, photocopying, files, folders, dividers, any other document charges, CDs, DVDs, agent's fees, bank charges and counsel's fees which we notify you of in advance.
3. If your opponent brings a counterclaim, in addition to our fixed fee for preparing your defence to counterclaim, our fixed fees listed above will be increased by 25%.

\*It may be necessary to instruct counsel at this stage and a quote will be provided to you at the relevant time.

The previous flow chart sets out the normal way in which a small claims track case will progress through to trial. However, the litigation process can vary depending on the facts of a case and we offer fixed fees for the following possible stages, should they be necessary:

	Our Fixed Fee	Disbursement
Application to lift a stay	£250	£100
Defence to counterclaim	£250	£TBC*
Discontinue	£50	£0
Expert evidence	£250	£TBC*
Miscellaneous applications	£500	£100/255***
Preliminary hearing	£500	£0
Reply to defence	£250	£TBC*
Request/response for further information	£250	£0

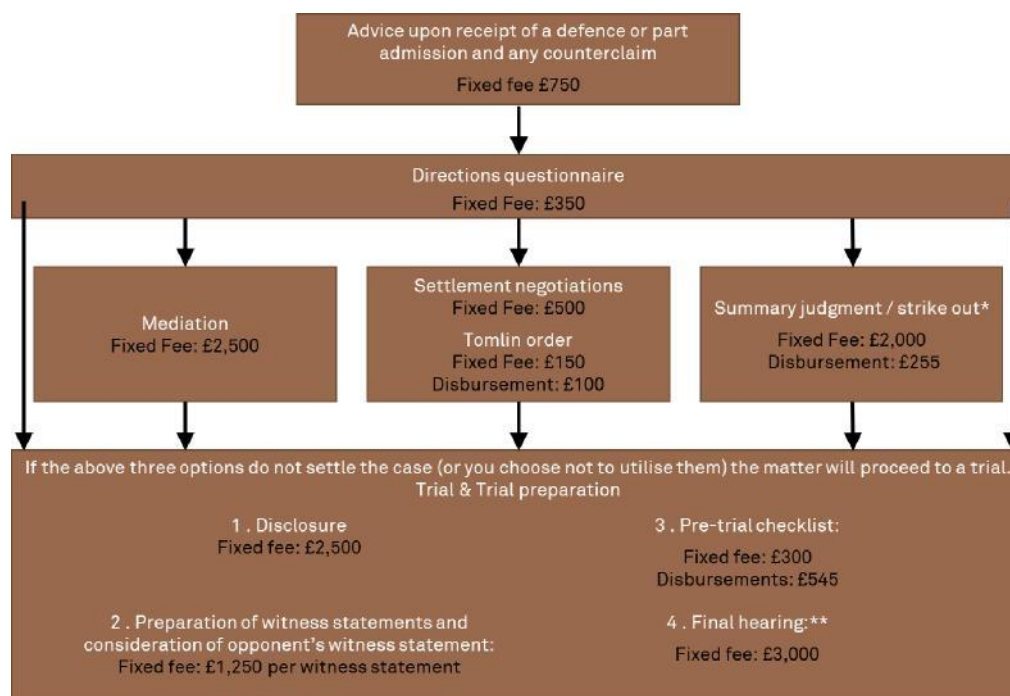
\*Depending on the facts of the case, we may advise you to instruct counsel to draft your reply to defence or defence to counterclaim (if required) and we will obtain a quote for you at the relevant time.

\*\*Expert fees will vary depending on the nature of the case and will be confirmed at the time.

\*\*\*Depending on whether on notice/without notice.

## Defended recovery proceedings - fast track claims

Where your claim is defended and the amount claimed is for more than £10,000 but less than £25,000 then the following fixed fees apply until conclusion or until the case is allocated to a different track by the Court:



1. Each stage is additional and will be invoiced upon completion (or part thereof) of that stage.
2. In addition to the court fees listed above we will charge disbursements in accordance with our standard terms of business. These include (but are not limited to) printing, photocopying, files, folders, dividers, any other document charges, CDs, DVDs, agent's fees, bank charges and counsel's fees which we notify you of in advance.
3. If your opponent brings a counterclaim, in addition to our fixed fee for preparing your defence to counterclaim, our fixed fees listed above will be increased by 25%.

\*It may be necessary to instruct counsel at this stage and a quote will be provided to you at the relevant time.

The previous flow chart sets out the normal way in which a fast track case will progress through to trial. However, the litigation process can vary depending on the facts of a case and we offer fixed fees for the following possible stages, should they be necessary:

	Our Fixed Fee	Disbursement
Application to lift a stay	£250	£100
Case Management Conference	£1,000	£TBC*
Defence to counterclaim	£500	£TBC*
Discontinue	£50	£0
Expert Evidence	£500	£TBC**
Miscellaneous applications	£1,000	£100/255***

## Brabners

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Preliminary hearing	£1,000	£0
Reply to defence	£500	£TBC*
Request/response for further	£350	£0

\*We may advise you, depending on the facts of the case, to instruct counsel to draft your reply to defence or defence of counterclaim (if required) and we will obtain a quote for you at the relevant time. In addition, it may be necessary for counsel to attend a case management conference on your behalf.

\*\*Expert fees will vary depending on the nature of the case and will be confirmed at the time.

\*\*\*Depending on whether on notice/without notice.

### Defended recovery proceedings - multi track claims

In contested multi-track matters, being complex claims or those for more than £25,000, our standard hourly rates will apply from receipt of the Defence until conclusion or until the case is allocated to a different track by the Court:

Grade	£ (plus VAT)
Partner	£295.00
Senior Associate	£275.00
Associate	£250.00
Solicitor	£200.00
Trainee / Paralegal	£140

These fees are reviewed in May each year.

A costs estimate will be provided following receipt of a defence and regular cost updates provided. We will utilise our standard monthly billing process. Our aim will be to try and recover most (if not all) of your costs from the debtor.

## Enforcement Fees

Should you obtain judgment against a debtor and it does not pay the judgment debt, we can advise on the various methods of enforcement available to you. Our fixed (F) and capped (C) fees for enforcement are as follows:

Enforcement Activity	Fixed/Capped fee	Disbursements
Attachment of earnings order (C)	£600	£110
Charging order on land or property (C)	£650	£421
Enforcement advice letter (F) £200	£0	
Instruct tracing agent or standard report (F)	£25	£75/115
Instruct agent for detailed investigation report (F)	£150	£145
Instructing the county court bailiff*** (F)	£250	£200
Instruct High court enforcement officer (HCEO) (C)	£600*	£156
Each instalment received from HCEO or direct from the debtor and paid to you	£5	£0
Land Registry Searches (F)	£25 £3 per office copy	
Legal Charge (F)	£650	£20
Letter to a debtor to assist with the obtaining of satisfaction/cancellation of a county court judgement (F)	£25	£0
Negotiation/re-negotiation of a debtor's request to pay in instalments (F)	£150	£0
Order to obtain information (C)	£500*	£55/110
Order for sale (C)	£5,000*	£240/480
Renewing writ of fi fa (F)	£100	£45
Removal of charging order (F)	£150	£0
Review of a debtor's income and expenditure (post judgment, bi-annually or annually)	£200	£0
Third party debt order (C)	£600	£110

\*These costs are capped. Should our costs be below the capped cost we will limit our fees to the lesser amount. The remainder of the costs are fixed.

\*\*The agent's fee is on a no trace no fees basis.

\*\*\*For debts under £600 a county court bailiff must be instructed. It is not cost effective for us to deal with him/her on your behalf but we will prepare the instructing documentation on your behalf for the fixed fee stated above. The Bailiff will then report directly to you

## Insolvency Fees

You can, as an alternative to county court proceedings, commence insolvency proceedings if the debt is undisputed. The proceedings will take the form of bankruptcy proceedings if the debtor is an individual or winding-up proceedings if the debtor is a company.

There are a number of stages which must be followed throughout insolvency proceedings, these are as follows:

Bankruptcy/winding-up process	Our fixed fee	Bankruptcy disbursements	Winding-up disbursement
1. Drafting statutory demand/demand letter	£150	£0	£0
2. Instructing agent to serve statutory demand	£50	£100	N/A
3. Issuing bankruptcy/winding-up petition	£600	£1,270*	£1,880**
4. Serving bankruptcy/winding-up petition	£50	£100	£100
5. Advertising winding-up petition	£150	N/A	£75
6. Final hearing	£500	£75**	£150**
Other/miscellaneous insolvency fees	Hourly rates	TBC	TBC
Applications re foreign debtors and their centre of main interest	Hourly rates	TBC	TBC
Applications to restrain the presentation or advertisement of the petition	Hourly rates	TBC	TBC
Applications to set aside statutory demands	Hourly rates	TBC	TBC
Applications for substituted service	£250	TBC	TBC
Settlement negotiation	£350	£0	£0
Tomlin/consent order	£150	£100	£100

\*The fee of £1,270 includes the official receiver's deposit of £990 which is refunded if a bankruptcy order is not made.

\*\*The fee of £1,880 includes the official receiver's deposit of £1,600 which is refunded if a winding-up order is not made.

\*\*\*Depending on the circumstances and the location of the hearing, we may need to send an agent to the hearing and this is the agent's standard fee.

## **Recovery Proceedings**

### **Pre-litigation**

The first stage of the recovery proceedings is to send a letter before claim to your debtor. This will show the court that you have given your debtor an opportunity to pay the debt before court proceedings are issued. This letter before claim can often encourage the debtor to make payment before court proceedings are issued.

We will also claim interest on your debt and compensation on commercial debts pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 if applicable. Where a full recovery is made of the compensation claimed we will invoice you 50% of that compensation.

Should the letter before claim encourage your debtor to make an offer of payment and negotiations are successful, you may need to record the terms of settlement in a settlement agreement and we can draft this for you for the fixed fee set out above.

### **Issuing court proceedings and entering judgment in default**

Our fixed fees for this stage are limited to the fixed costs you can recover if your claim is successful and in such cases there will be no cost to you if a full recovery is made. You can also recover the court fee if you are successful in your claim.

Where possible we will issue proceedings via the Government's Money Claims Online Web Portal (MCOL) which will reduce the court fees payable by you.

### **Claims outside the jurisdiction**

The first stage will be for us to advise whether the English and Welsh courts have jurisdiction to hear your claim. If we advise that they do, then the claim can be issued and our additional fixed costs will apply. Again, these are recoverable from your debtor if your claim is successful.

If your debtor fails to respond to the claim form then we must apply for judgment in default. Our fixed cost of £400 + VAT is at the Court's discretion and may not be recoverable from your debtor.

Should the judgment debt remain unsatisfied and your debtor is domiciled in a European member state then we can apply for a European Enforcement Certificate and our fixed fee of £300 + VAT will apply.

### **Defended claims**

Once your debtor files a defence to your claim, the claim will normally be allocated to a particular 'track' based on its value. Once the mandatory stages of us providing our advice upon the receipt of your debtor's defence and preparing the directions questionnaire are complete there are four usual ways of bringing the claim to an end:

1. At a mediation (or on the small claims track a small claims court-led mediation);
2. Entering into successful settlement negotiations with your debtor and subsequently filing a Tomlin Order at court;
3. Applying for summary judgment or strike out of the defence; or
4. Proceeding to small claims hearing or a trial.

If options 1, 2 and 3 are attempted but are unsuccessful, then the claim will continue to a small claims hearing or a trial (depending on the track). When we receive your debtor's defence (and throughout the claim as it progresses), we will advise you on the merits of each option of bringing the claim to an end.

### Enforcement

If you successfully obtain judgment against your debtor there are a number of ways you can enforce the judgment to try and secure a recovery of your judgment debt.

As soon as your debtor is in default of payment of a judgment debt we will provide you with an enforcement advice letter which will set out full details of all the enforcement options which may be available to you based on the specific circumstances of your case and your debtor's own position.

In summary, the most common methods of enforcement available to you are as follows: **Apply for an order to obtain information.**

If you require further information about your debtor's financial status and/or assets, an application can be made to require the debtor to attend court for an oral examination. This may provide you with useful information regarding your debtor and his assets which you could look to enforce your judgment against. Failure to attend the hearing can result in the debtor being held in contempt of court.

#### Attachments of earnings order

If your debtor is an individual and employed (not self-employed) then an application can be made for an attachment of earnings order. If successful, the court will order that you are entitled to be paid a certain proportion of the debtor's wage by his/her employer to satisfy your judgment debt.

#### Charging order/order for sale

An application can be made to the court for a charging order if your debtor owns any property or land. If awarded, a charge is placed over the debtor's property or land providing security for the value of your judgment debt.

If this does not produce payment from your debtor you can then make an application to the court for an order for sale. This is an equitable remedy and is at the court's discretion. If granted, your debtor's property would be sold and, provided there is sufficient equity in the property, your judgment debt (and certain costs) would be satisfied in full from the proceeds of sale.

#### High court enforcement officer (HCEO)

The HCEO could be instructed to attend upon your debtor's address and seek to levy execution upon any goods held there in order to satisfy the judgment debt. This method may encourage your debtor to make payment instead of assets being seized.

#### Third party debt order

If you are aware of anyone who owes your debtor money or if you have the debtor's bank details (perhaps from a previous cheque or bank transfer), you can make an application for a third party debt order. This is an order obtained from the court that the third party will pay the debt it owes to the debtor directly to you.



## **Insolvency**

You can, as an alternative to court proceedings, commence insolvency proceedings if the debt is undisputed.

### **Bankruptcy**

If your debtor is an individual then you can commence bankruptcy proceedings. The debt must be undisputed and be at least £5,000 in order to enable you to present a bankruptcy petition.

A statutory demand must first be served on your debtor and if the debt remains unsatisfied after 21 days and there is no valid dispute to the debt, you can then proceed to issue and serve a bankruptcy petition.

### **Winding-up petition**

Where your debtor is a corporate entity then you can commence winding-up proceedings. Again, the debt must be undisputed but need only be more than £750.

In the case of corporate debtors, instead of a statutory demand, you are entitled to serve a three day demand for payment on your debtor. Should the debt remain unsatisfied and there is no valid dispute to the debt after three days then you are entitled to issue and serve a winding-up petition.

Should you successfully obtain judgment against your debtor and it remains unsatisfied you may also wish to consider using the insolvency procedures set out above to enforce payment of the judgment.

