

STEVENS SOLICITORS AND ADVOCATES

PRIVATE CLIENT CASE FUNDING

The firm and our commitment to legal aid and quality

Stevens Solicitors and Advocates is primarily a legal aid firm and we will always advise you, the client, as to the availability of legal aid in connection with the matter upon which you are seeking advice and representation. We will advise and assist you to obtain legal aid if at all possible but, where this is not available or where you choose to instruct us on a private client basis, we will be happy to give an estimate of likely costs or quote for a specific task or tasks.

Road traffic (motoring) offences are by their very nature often cases where it is notoriously difficult to persuade courts to grant legal aid, even where employment and livelihood is at some risk. However, these being cases which often threaten the financial future of a driver, it is strongly recommended that the services of a professional are engaged. Often this is done when it is too late – typically a client will write into a court pleading guilty by post, hoping that they will escape with a small fine and at worst a few points on their licence. They are then shocked to receive a letter from the court telling them that they are being considered for a driving ban. A brief chat with a solicitor on the phone before putting anything in writing must always be the best strategy. But what will it cost?

Calculating the likely cost

Our charges will be calculated mainly by reference to the time spent by us dealing with your matter. This includes attending on you and any witnesses, advising you, dealing with papers, correspondence and telephone calls and travelling and waiting time.

The charge rates are reviewed annually but **we will not raise the charges on any matter once it has commenced.**

It is not possible to accurately predict how many hours of work will be necessary to complete your case. Our calculation of the amount required on account of our costs is based on our estimate of how long we expect your case to take. However this estimate may change as the case proceeds. We will let you know if it becomes apparent that we will have to spend substantially more time on this matter than we have currently estimated.

Private client billing rates

Private client bills are calculated on a rate per hour. **The hourly rate is £200 per hour as at March 2019.**

Time calculation

All timed attendances will be in units of five minutes with no minimum period.

Letters written and all **telephone calls** are charged at **10% of the hourly rates**, except where the letter is long and detailed or the telephone call lasts more than 10 minutes in which case we reserve the option to charge on a timed basis. **Mileage** is charged at **90 pence per mile**.

All bills are subject to the addition of VAT at the standard rate – currently 20%

Disbursements

These are costs which we incur on your behalf in the preparation and presentation of your case. It would cover such things as reports prepared by experts, charges incurred for documents, court fees or parking charges. The actual cost of these will be included in your bill without any addition. We will discuss with you any costs over a nominal £10 before incurring these costs. VAT is payable on certain disbursements.

Estimating the cost

It is impossible at the outset of a case to give an accurate statement of the costs to be incurred. The time the case takes will almost always depend upon the actions, or inactions, of others. We will, however, give as accurate an estimate as possible and keep up-dating that estimate from time to time as appropriate. You can ask us for an up-to-date costs incurred to date figure at any time. As a very rough guide, typical costs for a case in the magistrates' court in which the plea is guilty from the outset might be in the region of £750 whereas a case involving a trial lasting no more than a day in the magistrates' court might be in the region of £2000 plus disbursements (if any) and VAT. If a case is committed to the Crown Court for sentence the costs will be considerably higher.

Fixing the cost

Some cases are easier to predict than others and in some instances it may be possible to quote a fixed price for a particular task. If you would like us to quote you on a fixed price basis, please let us know. You should be aware, however, that this can only ever be based on known or expected factors. Thus if we quote for a court hearing and that hearing is adjourned, then we will need to do a fresh quote for the adjourned hearing.

Terms of business

It is a rule of the firm to ask every client to make payments on account of anticipated costs and disbursements. It is important that you meet requests for payment promptly but if there is any difficulty please let us know as soon as possible. Please understand that in the event of payment not being made, we reserve the right to decline to act any further and the full amount of work done up to date will be charged to you. We will not represent a client in court unless we have received payment of the required payment in full prior to the hearing date.

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us in fees.

Defendants' Costs Orders (DCO's)

At the conclusion of your case, and in the event of you (the defendant) being successful or, in some circumstances, partially successful, it may be that you will be entitled to recover some of your legal costs from central (court) funds. On the 1st October 2012 the law was changed making recovery of costs above the **legal aid hourly rate** only possible in very exceptional cases. Whilst we try to ensure that, where a client wins the case, a "defence costs order" is granted, it is now very unlikely that the full amount of our bill will be recovered – often the recovery will be less than 50% of costs paid. Where the amount recovered from the court funds is less than our costs, the difference is payable by you, the client. However, we do fix our hourly rates for the life of the case, they will not be increased.

DCO's are generally available in the magistrates' courts but in the Crown courts they are only available to individuals who have applied for but been determined ineligible for legal aid.

DCO's are also available for personal, out of pocket expenses, such as costs of travel to court and meals whilst there, but not loss of earnings/income.

We do not allow for recovery of Defendant's Costs in our fixed fee quotes or charges. Recovery of same is a matter between the defendant (you) and the court. We are willing to assist a client to recover such costs if instructed to do so but we will charge 25% of costs recovered for this service.

Liability for Other Parties' Costs

If you plead guilty or are found guilty of a matter alleged against you or if you are unsuccessful in your application, you may be ordered to contribute towards the costs of the other party. This is a matter entirely separate to the contract between you and us.

The objective

We do aim to achieve the result you want in an efficient and effective manner. If at any time there are any matters upon which you have a concern or require clarification then please let us know in order that we might resolve the issue as quickly as possible. We will always aim to save you money if we possibly can. As we said at the outset, we are primarily a legal aid firm and are therefore used to working within tight budgets and our systems are geared accordingly. Please remember, however, your co-operation will be vital to keeping costs down. If you wish to take on some preparation yourself, for example locating witnesses, taking photographs, drawing plans etc. that will be work for which we will not need to charge you. It is inevitable that the more demanding the client and the more bespoke the service, the greater the costs are likely to be.

Termination

You may terminate your instructions to us in writing at any time for any reason. However, we may keep all your papers and documents if there is money owing to us for our charges and expenses. You are still liable for those until we stop acting.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you."

We set out below our standard private costs agreement form which we ask you to sign and complete both to acknowledge the advice we have given you above and to act as an instruction for us to act.

STEVENS SOLICITORS - COSTS PAYABLE BY PRIVATE CLIENTS

Fees Agreement

Fees

Our charges will be calculated mainly by reference to the time spent by us dealing with your matter. This includes attending on you and any witnesses, advising you, dealing with papers, correspondence and telephone calls and travelling and waiting time. Further detail on how our charges are structured is set out in our **Private Client Costs Information** leaflet set out above.

We may incur certain expenses on your behalf, (for example, such items as court fees, counsel's fees, expert's fees). You will have to pay those expenses or reimburse us for them **in addition** to our fees. VAT is payable on most disbursements.

The charge rates are reviewed annually but **we will not raise the charges on any matter once it has commenced.**

It is totally impossible to accurately predict how many hours of work will be necessary to complete your case. Our calculation of the amount required on account of our costs is based on our estimate of how long we expect your case to take. However this estimate may change as the case proceeds. We will let you know if it becomes apparent that we will have to spend substantially more time on this matter than we have currently estimated.

Terms of Business

It is a rule of this firm to ask every client to make payments on account of anticipated costs and disbursements. It is important that you meet requests for payment promptly but if there is any difficulty please let us know as soon as possible. At this stage would you please let us have the sum quoted below.

Please understand that in the event of payment not being made, we reserve the right to decline to act any further and the full amount of work done up to date will be charged to you.

We will not represent a client in court unless we have received payment of the required payment in full prior to the hearing date.

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us in fees.

Defendants' Costs Orders

At the conclusion of your case, and in the event of you being successful, it may be that you will be entitled to claim payment of some of your costs from central funds at legal aid rates – see explanation above. **This will not apply to cases tried Crown Court.** We will try to recover as much as possible of the costs incurred but, after taxation of costs from central funds, you will be responsible for the balance remaining outstanding.

Liability for Other Parties' Costs

If you plead guilty or are found guilty of a matter alleged against you or if you are unsuccessful in your application, you may be ordered to contribute towards the costs of the other party. This is a matter entirely separate to the contract between you and us.

Agreement

As confirmation that you would like us to proceed on this basis would you please sign the extra copy of this letter enclosed and return it to us in the enclosed stamped addressed envelope. If you have any questions relating to the contents of this letter please do not hesitate to speak to us.

Estimated costs

Total costs estimated where fees payable at hourly rates: £.....

Amount agreed payable **on account** of estimated costs: £.....

OR

Fixed costs quote:

Total costs quoted where work to be done for a fixed fee: £.....

Brief description of work to be done:.....

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Amount agreed payable **on account** of fixed costs: £.....

Client's Name:

Client's Signature:

Date:

(Note: amounts set out above do NOT include VAT, disbursements, expert's reports etc.)