



An tÚdarás Rialála  
Seirbhísi Dí  
Legal Services  
Regulatory Authority

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## Legal Charges – What to Expect

As a client of a solicitor, you are legally entitled to clear written information about the costs of the legal services you are receiving.

The Legal Services Regulation Act 2015 (Part 10) sets out the duties of solicitors and barristers when charging and billing their clients. These new rules came into force on 7 October 2019.

Here we focus on the rules as they apply to solicitors because they deal directly with clients. However, barristers are obliged to keep solicitors updated on legal costs.

## Upfront Costs Notice

Normally, when you first engage the services of a solicitor you will have what is called a consultation meeting. This session may be free of charge, or you may be charged for it.

After this consultation, if you wish to proceed further, the solicitor will write to you setting out details of the legal services to be provided and the likely costs of the services.

This information is called a Costs Notice or Notice of Costs. Some solicitors might include a Costs Notice in a document called a Letter of Engagement or a Confirmation of Instructions.

## What a Costs Notice Must Contain

The Costs Notice you receive must include a break-down of the charges for the legal services to be provided under the following clear headings:

- **Legal costs to date** – which could relate to time already spent working on the matter
- **Fixed costs** which will certainly be included in your final bill – for example, certain court fees that are a fixed amount

- **Likely costs** that the solicitor thinks will be incurred in dealing with your case – including barristers' fees or phone and postal charges
- **The VAT amount to be charged**
- **The basis for the costs** – i.e. how they were or are to be calculated.

## What if your solicitor doesn't know what the final charges will be?

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If your solicitor is not in a position to provide you with detailed information on the exact legal costs that will apply, he or she must still issue you with a written Costs Notice.

This must set out clearly the basis of how legal costs will be calculated.

Your solicitor is also required to update you in writing as soon as he or she is aware of the actual charges that you will face.

This means that for some types of legal services, you might receive one Notice of Costs, while for others you might receive two or three.

Alternatively, you may agree with your solicitor the overall amount to be paid for the legal services being provided. This too should be included in a written agreement.

## The Basis for Legal Costs

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When it comes to calculating the charges to include in the Costs Notice, your solicitor must base his or her calculations on ten specific factors that are set out in law. These are:

1. The **complexity and novelty** of the issues involved;
2. The **skill or specialised knowledge** applied;
3. The amount of **time and labour** reasonably spent;
4. The **urgency attached by the client to the matter**;
5. The **place and circumstances** in which the matter was transacted;
6. The **number, importance and complexity of documents**;
7. The amounts or values of **money, property or an interest in property**;
8. Whether or not there is an **agreement to limit the liability** of the solicitor;
9. Any **research or investigative work** undertaken and the time spent on it;
10. The **use and costs of expert witnesses or other expertise**.

## What if the costs go up?

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If your solicitor becomes aware that the legal costs in your case are likely to increase significantly from what was set out in your Costs Notice, he or she must inform you and provide you with a new Costs Notice.

## Extra information for costs of court proceedings

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For certain types of legal services, your solicitor must provide you with extra detailed information about charges in the Costs Notice.

These rules apply to cases that are likely to end up in court proceedings – also called litigation.

This is because court proceedings can often involve the services of barristers and assesses as well as others, and may result in additional financial costs for the

client.

In these circumstances, your solicitor must include in the Costs Notice the following extra information:

- **An outline of the work to be done** for your case – including whether a barrister or expert witness will be required
- **The legal and financial consequences if you withdraw from and discontinue** your case
- **The circumstances in which you would be likely to have to pay the legal costs** of the other party or parties to the case.

Your solicitor is not allowed to engage a barrister, expert witness or any other service in relation to your case, without first finding out how much their services will cost, and providing you with information about how much this would cost.

Your solicitor also has to be satisfied that you have given approval for the services of a barrister or expert witness to be brought on board before engaging these services.

## Cooling off Period for Costs

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Once you have received a Costs Notice letter from your solicitor, you have a period of time to consider it.

During this time, the legal services being provided to you by your solicitor will be suspended. This is similar to a 'cooling off' period and it can last up to ten working days.

At this stage, depending on the issues involved, the solicitor will not provide you with any legal services unless:

- **You confirm that you wish to proceed** – generally this must be done in writing
- The solicitor considers that by not providing you with legal services he or she would be in **breach of laws or court rules** or that your rights would be damaged
- **A court orders** the solicitor to provide you with legal services
- **A date has already been fixed** for a hearing or a trial involving you.

## Questions and Clarifications

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Given the often technical nature of legal costs letters, you might have some further questions for the solicitor. He or she must provide you with clarification in a reasonable time period.

## After you have received legal services – Bill of Costs

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### What to expect when you receive your bill

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When it's time to pay for the legal services you have received, your solicitor must give you a written breakdown of all the charges. This is called a Bill of Costs. It must contain:

- **A summary of the legal services** you received

- An **itemised statement of the charges** that were incurred and the nature of these charges
- The **amount of VAT charged** and the solicitor's VAT number
- The **amount of time spent on a matter** (if costs are calculated based on time – i.e. the number of hours worked by a solicitor and the rate per hour)
- The **financial outcome of the case**, i.e. any damages or other money recovered or payable to the client
- The amount of any costs that have been paid or are payable to your solicitor by another party – for example costs that were recovered from an insurer.

A Bill of Costs must be accompanied by an explanation in writing of how any aspect of the Bill of Costs can be challenged by a client.

Once you have received your legal Bill of Costs, you will usually have 30 days to pay it.

## What to do if you are not satisfied with your legal bill

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If you are not satisfied with any aspect of the bill you receive from your solicitor, you have three weeks (21 days) to write to your solicitor setting out the details of your concerns.

Your solicitor must try to resolve any dispute about the bill with you informally. This may include asking an outside mediator to help.

If you and your solicitor still can't resolve your dispute over the legal bill, then you can do the following:

1. Make a complaint to the LSRA if you consider the amount charged was excessive. See our [Complaints](#) page for more details on how to make a complaint.
2. Apply to the independent **Office of the Legal Costs Adjudicator** which handles disputes between solicitors and clients about costs.

## What the Office of the Legal Costs Adjudicator does

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The Office of the Legal Costs Adjudicators provides an independent assessment of legal costs incurred by an individual or a company involved in litigation in the High Court, Court of Appeal or the Supreme Court. This means that, in the event of a dispute, it recommends the fair and reasonable amount that one party has to pay to the other side. The Legal Costs Adjudicator will take a fresh look at your bill before arriving at a decision.

Decisions of the Legal Costs Adjudicator can be further appealed to the High Court.

You can learn more about the Office of the Legal Costs Adjudicators.

## What you can do if you consider your legal bill is excessive

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If you consider that your solicitors' bill is excessive, you can make a complaint to the Legal Services Regulatory Authority. Charging grossly excessive costs is considered misconduct.

See our [Complaints](#) page for more details on how to make a complaint.

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