
Terms & Conditions of Business

This document contains our terms of business including details of our charges and advises you of your rights and obligations if you choose to instruct us. Receiving a free initial 20-minute consultation does not amount to instructing us.

If you wish for a large print copy of this document or a version in a larger font, please contact our Support Team on 01234 343134 who will be pleased to supply one.

Once you formally instruct us you will be sent a separate letter confirming in detail:

- The work that we have agreed to carry out for you
- The type of cost arrangement that you have agreed with us (hourly rate, fixed fee, capped fee or pay-as-you-go)
- Our estimate of the costs. Where hourly rates are to be charged this will be an initial estimate and will depend on the progress of the case
- Your instructions
- Our initial advice and any action required from you

Please read this document carefully. If there are any parts that you do not understand or do not agree with, we will be happy to discuss them in further detail and please contact our Support Team on 01234 343 134.

Nature of Work

Family law advice and representation.

Person responsible for your Case

Once you instruct us we will agree on the allocation of a named lawyer who will have responsibility for your case together with their supervisor. Martin Fuller has overall responsibility for supervision of the firm, and if you have any queries that cannot be resolved with the lawyer dealing with your case or their immediate supervisor please feel free to contact Martin at martin@fullersfamilylaw.com.

Please note that our Support Team will have access to the file in relation to your matter and will usually be able to answer routine queries that might arise but will not be able to give legal or procedural advice.

Hours of Business

Our hours of business are 8.30am to 5.00pm Monday to Friday. We have an out of hours telephone service for emergencies, 7 days a week between 8.00am and 10.00pm, on 01234 343134.

Service Standards and Responsibilities

Our responsibilities to you are that:

- We will update you regularly by telephone or in writing with progress on your matter
- If you are paying on an hourly rate this will include offering you the opportunity to book a free 12-minute telephone update every two months. If you wish to take advantage of this offer once you have instructed us then please contact the Support Team to make the necessary arrangements
- We will communicate with you in plain language
- We will explain to you by telephone or in writing the legal work required as your matter progresses
- We will update you on the cost of your matter regularly and at least every 4 months
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates

Your responsibilities to us are that;

- You will provide us with clear, timely and accurate instructions
 - You will provide all documentation required to complete each stage in your matter in a timely manner
 - You will safeguard any documents which are likely to be required for disclosure purposes
 - You will provide us in writing with details of any changes to your contact details including address, telephone number or email address
 - You will pay bills promptly and in any event within 14 days of receipt
 - You will provide us with any required minimum sum on account as requested from time to time
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Costs

We offer a range of different fee structures to suit our clients. We will agree on a fee arrangement with you before you instruct us and the standard terms and conditions for our different fee arrangements are set out below.

Fixed fees

When we have agreed any fixed fee with you for our work then:

- The fixed fee plus VAT is payable before we start the work on your behalf. We are entitled to bill that work immediately in accordance with the Solicitors Accounts Rules
- The fixed fee does not include disbursements that we have to pay out on your behalf (such as court fees, barristers' fees or experts' fees) which are payable at cost including any VAT due
- Any disbursements are payable in advance of us incurring them on your behalf (e.g. making an application to the court)
- If at any point after we commence work under a fixed fee you decide you do not wish to proceed, the fixed fee plus any disbursements that we have already incurred remain payable
- In the event of the fixed fee agreement lapsing or the fair usage tariff being exceeded then work will be charged at our hourly charging rates as listed below
- Our obligations to you under these terms and conditions only extend to the work that we have agreed to perform for you under a fixed fee. Agreeing a fixed fee arrangement with you does not extend the retainer beyond the work covered under that arrangement.

Our most popular fixed fees are for undefended divorces.

Our fixed fee is £500 plus VAT for our work on an undefended divorce if you are the petitioner (the person bringing the divorce). You will also have to pay the fee charged by the court (currently £550). Occasionally other expenses may be incurred such as Process Server fees which are not covered by the fixed fee. In addition:

- Any amendment to the Statement of Case at Part 6 of the Divorce Petition after the petition has been filed will be charged at an additional fixed rate of £50 plus VAT; should further amendments to Part 6 be requested, this would incur a further charge of £50 plus VAT
- Work undertaken to locate the respondent to a divorce petition or to serve the Respondent personally would be charged at a fixed fee of £50 plus VAT in addition to any process server fees

Our fixed fee is £300 plus VAT for our work on an undefended divorce if you are the respondent. You will also have to pay any disbursements as occasionally other expenses may be incurred which are not covered by the fixed fee.

The undefended divorce fixed fees do not cover any advice in respect of any children or financial issues or face to face meetings. The following are also excluded from the fixed fees for an undefended divorce and you would need to enter into an alternative agreement should any of the following matters arise:

- **Defended divorces** – should the divorce become defended or a cross-petition is issued, the fixed fee agreement will lapse and we will charge for the work carried out at our hourly rates as detailed below
- **Any attendance at court** should this become necessary would not be covered by the fixed fee
- **Should a costs order be made against you or your spouse**, the enforcement of that order is not covered by the fixed fee
- **A fair usage tariff** – the fixed fee is based on a time element of 5 hours work for a petitioner or 3 hours work for a respondent to complete an undefended divorce. However, you may require more support due to the personal circumstances of your divorce and to ensure that we can provide the support and service sought by you to a satisfactory standard, we will charge you at our hourly rates detailed below for work carried out over and above the 5 hours for a petitioner or 3 hours for a respondent allowed under this agreement. You will be notified by the fee earner with conduct of your case when we are approaching this position

Hourly rates

Our hourly charging rates are set out below. These apply to any work not covered by a fixed fee. Although once you instruct us, a named lawyer will have overall conduct of your file, there may be occasions when due to court commitments, holidays etc a colleague may be asked to carry out work on your file on their behalf. Therefore, all our charging rates are listed below for your information.

Martin Fuller – Solicitor : £400.00 plus VAT

Joanne Green – Solicitor : £300.00 plus VAT

Jeetesh Patel – Solicitor : £250.00 plus VAT

Jane-Louise Burrows – Solicitor : £250.00 plus VAT

Victoria Chamberlain – Solicitor : £250.00 plus VAT

Yvonne Noble – Fellow of the Chartered Institute of Legal Executives : £250.00 plus VAT

Steven Illidge – Solicitor : £250.00 plus VAT

Stacey-Anne Bishop – Associate Legal Executive : £225.00 plus VAT

Asia Razaq-Miah – Solicitor : £200.00 plus VAT

Lisa Churchill – Solicitor : £200.00 plus VAT

Molly Betts – Associate Legal Executive : £200.00 plus VAT

Anna Jones – Solicitor : £185.00 plus VAT

Anjani Fatania – Solicitor : £180.00 plus VAT

Salina Islam – Solicitor : £150.00 plus VAT

Sharon Leddington – Paralegal : £75.00 plus VAT

Support Staff : £50.00 plus VAT

Fees are calculated based on the hourly rate divided into ten units of 6 minutes each.

Standard letters, e-mails, text messages and telephone calls **in and out** are charged for linked to the hourly rate with a minimum charge of £15.00 and maximum of £40.00 per unit plus VAT depending upon who looks after the various aspects of the case.

Any travel costs will be charged at £0:45 per mile plus VAT; any train or bus fares will be charged at cost plus VAT.

Photocopying is charged in accordance with the time taken to carry out the copying by Support Staff.

Disbursements such as court fees, barristers' fees and experts' fees are extra and are payable in advance of being incurred.

We do our best to provide an estimate of what the case is going to cost you and this will be sent to you separately once you have decided to instruct us. You should bear in mind that the circumstances of your case may change which may affect the likely cost of your case as well as the likely chance of success. We will make every effort to inform you of any changes as soon as possible. In any event, we will provide you with a review of your case costs every four months based on facts known at that time.

If there is a dispute about financial matters and you are successful in your case, you may be awarded costs. However, even if the court does order your opponent to pay the costs in your case there may be a shortfall between the costs incurred and the costs recovered. If you receive a refund of costs because of a court order you will still be liable to us for payment of the shortfall.

We reserve the right to submit bills for our costs to date once the work exceeds the money held on account for our costs and in any event on a monthly basis (our bills are generally generated at the commencement of each month). In some cases, bills may be sent to you more frequently when a considerable amount of work is carried out within a short period. This procedure enables you to budget for costs as the matter progresses.

Bills are payable on delivery and we reserve the right not to carry out further work after 14 days from delivery until our bill has been paid in full. Bills will first be deducted from money held on account of costs, but any balance due will be charged interest at the rate of 2% a month if it is not paid after 14 days from the date of the bill. If you ask us to instruct others to act on your behalf, we will do so as your agent and you will be directly responsible for their costs which are payable in advance including barrister's fees, court fees and expert's fees.

Although our hourly rates are reviewed on the 1st April each year, we will not increase them on an individual matter during the case. This means that your rates will not change unless work is carried out by a different lawyer within the firm or you open a new matter with us.

Unless we have agreed on another arrangement with you, we request an initial sum of at least £750 to be held on account in respect of costs and disbursements that we are likely to incur on your behalf and we will request that you maintain this balance on account. **We reserve the right not to carry out any further work unless we have the requested funds on account of costs at all times.**

We may, at any stage, request that you pay us additional monies on account over and above the £750 to cover our fees in preparing your case or attending court on your behalf and we will do our best to warn you in advance if this is going to be necessary. A request for additional monies does not constitute an estimate of the likely fees to be incurred. If additional monies on account are requested but not paid, we will be unable to carry out the work if there are insufficient funds to cover the cost of the work required.

Hourly rates and pay as you go arrangements

Where we have agreed a “pay as you go” arrangement (i.e. you are dealing with your case yourself but come and see us for face-to-face advice when you consider it necessary) the hourly rates will apply to meetings. In such a case we will not be acting for you and our obligations to you (including those under Service Standards and Responsibilities on page 2) will be limited to advising you in those meetings.

Hourly rates and capped fees

When we have agreed a capped fee with you for a particular activity (such as representing you in court) then the work involved will be charged at the hourly rates, but will not exceed the level of the cap.

Important costs information

If you consider our charges to be unfair and wish to object to our bill, you may have the right to have them assessed by the court under Part III of the Solicitors’ Act 1974. The following link provides further information <https://www.gov.uk/challenge-solicitors-bill>. Should you wish to challenge your bill, your account remains payable to comply with the above terms and conditions and to enable work to continue whilst your challenge is addressed.

We are registered for VAT and our VAT number is 804 4344 54. VAT is charged at the current rate of 20%.

Vetting of Files and Confidentiality

We are required to keep your matters confidential and we take data security extremely seriously. Our regulator the SRA may request to view your file or request details for the purposes of audit or to deal with a complaint. The Practice’s Accountants may need to view your file for audit purposes, or it may become necessary to inform our professional indemnity insurers about a claim. In addition, we are accredited with the Lexcel legal practice quality standard by the Law Society. As a result of this, we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking. Lexcel accreditation does not apply to mediation work. These external firms or organisations are all required to maintain confidentiality in relation to your files.

Please note that by instructing us under this Agreement you will be granting your consent for such vetting and disclosure unless you notify us to the contrary. Please contact the Finance & Financial Compliance Manager, Alan Kendall if you require further explanation of this, or if you have any objections (for example, if or you would like him to mark your file as not to be inspected by Lexcel). Alan Kendall can be contacted on 01234 343134 or by email alan@fullersfamilylaw.com.

Family matters are confidential and communication of details of family proceedings is prohibited except in limited circumstances. As such, you are strongly advised to refrain from posting any details of your legal matter on social media.

Limiting Liability

Our liability to you for a breach of your instructions shall be limited to £3,000,000. We will not be liable for any consequential, special, indirect, or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like our Finance & Financial Compliance Manager, Alan Kendall, to explain this further.

Applicable Law

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

Terminating the Retainer

You may end your instructions to us in writing at any time, but we can keep all your papers and documents (including electronic copies) while there is still money owed to us for fees and disbursements.

We may decide to stop acting for you if there is good reason, for example:

- you do not pay an interim bill or place funds on account as required;
- there is a conflict of interest; or
- you instruct us to put an unreasonable argument to the court.

We must give you reasonable notice to stop acting for you. If you or we decide that we should stop acting for you, you agree to pay our charges for work done up until that point (subject to any fixed fee arrangements). Should you wish us to stop acting for you, please tell us in writing.

Money Laundering Procedures

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be targeted by criminals wanting to launder money.

To comply with the law we need to get evidence of your identity as soon as possible. A Law Society leaflet entitled 'Money Laundering Procedures' is enclosed with this Agreement. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by law to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

The Money Laundering Regulations 2017 require that identification evidence provided is retained for a period of 5 years from the end of this retainer. Your electronic file and any paperwork is kept for a period of 7 years (see paragraph 13 below) and we propose to destroy the ID evidence provided at the same time. By instructing under this Agreement, you consent to your ID documents being retained for more than the 5-year statutory requirement. Please let Alan Kendall know if you are not willing to provide this consent.

Payment of Interest

Any money received on your behalf will be held in our instant access Client Account. Interest will be calculated and paid to you at the rate set by Barclays Bank plc on our Client Account. You are unlikely to receive as much interest as might have been obtained had you held the money and invested it yourself. No interest is payable if the amount of interest calculated over the whole period for which the balance is held is £20 or less. We will usually account to you for interest, where due, at the conclusion of your matter.

Financial Arrangements with Clients

Our Practice's policy is only to accept cash up to £500.00 whether paid at our offices or directly into our Client Account. If you try to avoid this policy by depositing cash directly into our account, we reserve the right to charge you for any additional checks we decide are necessary to prove the source of the funds. We accept payment by cheque from your bank account or debit or credit card in your name via the secure gateway page on our website. We also accept payment via bank transfer into our client account from an account in your name.

Please note that it is highly unlikely that we will contact you by email or telephone to change our bank details. If you receive such a contact that claims to be from us then do not make a payment but contact the Finance and Financial Compliance Manager Alan Kendall or his assistant Jason Herbert on 01234 343134 immediately to let us know as this may be an attempt at fraud. If you received the message via a phone call, please contact us using a different phone as fraudsters may have blocked your line so as to divert any calls that you make to check the information.

When we pay money to you, it will be paid by cheque or bank transfer; **it will not be paid by cash or to a third party.**

If you have any queries about payments or require a third party to make a payment on your behalf please contact us on 01234 343134.

Providing Exempt Financial Services

We are not authorised under the Financial Services Act 2012 nor are we regulated by the Financial Conduct Authority and as such the nature of the exempt regulated financial services we may carry out are limited in scope.

If, whilst acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services Act 2012.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling body for solicitors and other authorised lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

Storage of Electronic Files/ Paper Documents

Upon completion of your matter, we will keep your electronic file and any documentation for a period of 7 years, except papers provided by you that you ask to be returned to you. We keep electronic files on the understanding that we can destroy the records 7 years after the date of the final bill unless we receive your written instructions to the contrary. Should you require a copy of your file this will be provided electronically only, except where you have provided an original paper document that needs to be returned to you. Your information and files are stored securely through a third-party cloud computing system and by instructing us under this Agreement you are consenting to such storage.

Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact our Support Team if you would like a copy of our Equality and Diversity policy. If you have any particular requirements due to a disability, please discuss this with the lawyer responsible for your case or the Support Team on 01234 343134. We may, for example, be able to arrange a visit to more accessible premises or make sure that when we contact you we do so at a particular time of day.

Data Protection

Please note telephone calls to and from the office are recorded for training and monitoring purposes and by agreeing to these terms you are agreeing to this recording.

In instructing this firm, we will record personal data provided by you which is regulated by the General Data Protection Regulation (GDPR) and Data Protection Act 2018. For more information on how we collect, store and use your personal data, as well as your rights in respect of GDPR, please view our Privacy Policy on our website at <http://www.fullersfamilylaw.com/privacy-policy/4586267889>. Alternatively, please request a hard copy of the Privacy Policy via enquiries@fullersfamilylaw.com or on 01234 343134. Our Data Protection Officer is Martin Fuller.

Email

To represent you properly and promptly we will need to communicate with you and third parties via e-mail. By instructing us under the terms of this Agreement you will be consenting to our use of e-mail.

Emails sent and received are chargeable according to the individual fee earner's chargeable rates as if they were letters in and letters out as detailed above.

Although we at Fullers will take every reasonable precaution to ensure that your affairs do remain confidential when communicating via email, the nature of e-mail itself means that there may be a risk of inadvertent disclosure. Therefore, we advise you to:

- Take special care to be accurate when giving us your and other peoples e-mail addresses
 - Take additional security measures. For example, you may wish to change your password to your email account or set up a new email address to improve email security if you do not have exclusive use of your account. Alternatively, you may wish to set up an email account solely for the purpose of communicating with Fullers for the duration of your matter with us, particularly if anyone has access to your email account
 - Inform us if a particular document should not be sent by e-mail
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Complaints

We are committed to providing high-quality legal advice and client care. If you have any concerns in respect of the way in which your case has been handled or about our bill, we would encourage you, in the first instance, to raise it with the fee earner who has conduct of your case. If you are not satisfied with the fee earner's response, we would urge you to contact Jane-Louise Burrows, who is responsible for client care, on jane-louise@fullersfamilylaw.com or by telephone or post. In the event of Jane-Louise Burrows being the person handling your matter please contact Martin Fuller on martin@fullersfamilylaw.com. Copies of our Complaints Handling Policy and Complaints Handling Procedure are available on request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ; email enquiries@legalombudsman.org.uk or telephone 0300 555 0333 to consider the complaint. The Legal Ombudsman will normally require that you have given us the opportunity to respond first. Time limits apply in that the Legal Ombudsman requires the following to be satisfied before they will accept your complaint; that your complaint is brought to them within 6 months of receiving our final response to the complaint and no later than 6 years from when the act/omission occurred or 3 years from when you should have known about the complaint. Their website is www.legalombudsman.org.uk.

Please note that if you are a user of social media, should you post any negative comments about the Firm on a social media platform, this will not be treated as a complaint. However, we would ask that any genuine concerns you may have are reported to us so they may be fully considered.

Legal Aid

You may be entitled to legal aid if you have evidence that you or your children are at risk of domestic abuse or violence or forced marriage and you cannot afford to pay legal costs. You can check if you are eligible for legal aid on the following link: <https://www.gov.uk/check-legal-aid> or by contacting Civil Legal Advice on 0345 345 4345. However, we do not provide legal aid services and you would need to instruct another firm.

Right to cancel

You have a right to cancel this contract within 14 days of the date it is sent to you. However, if you request that work commences under this contract before this cancellation period expires, you must pay for our services up to the date you notified us of your wish to cancel.

Regulation

We are regulated by the Solicitors Regulation Authority (SRA) and must comply with their standards and regulations including the Code of Conduct for Firms. An English version is available at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/>. The SRA supervises legal practices and individual solicitors and can take action against those breaching the Codes of Conduct or other rules.

We comply with the Provision of Service Regulations 2009 by displaying the required details of our Professional Indemnity Insurance in our Reception area in the Bedford Office. A copy can be provided on request.

We conduct our business in an honest and ethical manner and have a zero-tolerance approach to facilitating tax evasion whether under UK law or under the law of any foreign country. We comply with the Criminal Finances Act 2017 and have procedures in place to prevent the criminal facilitation of tax evasion by those associated with the Firm.

Once you have agreed to instruct us and read these terms in full please sign and return it. We will accept a scanned copy or an e-signature (for example an e-mail from you with your name attaching the terms and confirming your agreement).

If you continue to instruct us without returning the signed copy, this will mean that you accept the terms of business set out in this letter.

I have read, understand and agree to the above terms of business including the paragraphs explaining how the Firm's fees are calculated.

I consent to the limited disclosure of my file for vetting purposes as set out on page 5 (Vetting of Files and Confidentiality).

I consent to my data being recorded as set out on page 8 (Data Protection).

SIGNED: _____

Dated: _____