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## Terms & Conditions of Business

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### 1 Our contract with you

- 1.1 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 call-back or a free advice session does not amount to instructing us.
- 1.2 These terms and conditions, together with the confirmation of instructions letter, form our contract with you to provide you with family law advice and/or representation.
- 1.3 These terms of business (as updated from time to time) apply to all work we do on your behalf either in this or any other matter. They are subject to change from time to time on reasonable notice to you and are updated on our website [here](#).

Once you instruct us you will be sent a separate confirmation of instructions 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

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**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 or [enquiries@fullersfamilylaw.com](mailto:enquiries@fullersfamilylaw.com).

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.

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## 2 Person responsible for your Case

- 2.1 Once you instruct us, we will agree the allocation of a named lawyer who will have responsibility for your case together with their supervisor.
- 2.2 Although we try our best to make sure that you keep the same lawyer throughout we may need to reallocate your case to a different lawyer for business or professional reasons (in which case you will be informed of the change and any new hourly rate), and other fee earners and legal support staff within the firm may work on your file from time to time.
- 2.3 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](mailto:martin@fullersfamilylaw.com).
- 2.4 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.

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## 3 Hours of Business

- 3.1 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.
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## 4 Legal Details

- 4.1 Our registered office is at Ashton House, 409 Silbury Boulevard, Milton Keynes, England, MK9 2AH.
- 4.2 Fullers Family Law Limited (trading as Fullers Family Law) is a company registered in England and Wales No. 08069084 and authorised and regulated by the Solicitors Regulation Authority SRA Number 569016.
- 4.3 Your contract is only with Fullers Law Limited which has sole legal liability for the work done for you or any act or omission in the course of that work. No representative, director, officer, employee, agent, or consultant of Fullers Family Law Limited will have any personal liability for any loss or claim.

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## 5 Regulation

- 5.1 We are regulated by the Solicitors Regulation Authority (authorisation number 569016) for all our services and must comply with their standards and regulations including the Code of Conduct for Firms. See <https://www.sra.org.uk/solicitors/standards-regulations/> or call 0370 606 2555.
- 5.2 The Solicitors Regulation Authority supervises legal practices and individual solicitors and can take action against those breaching the Codes of Conduct or other rules.
- 5.3 We have professional indemnity insurance cover for claims against us. 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.
- 5.4 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.

## 6 Service Standards and Responsibilities

6.1 Our responsibilities to you are that:

- (a) We will update you regularly by telephone or in writing with progress on your matter.
- (b) 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.
- (c) We will communicate with you in plain language.
- (d) We will explain to you by telephone or in writing the legal work required as your matter progresses.
- (e) We will update you on the cost of your matter regularly and at least every 4 months.
- (f) 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.
- (g) We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

6.2 Your responsibilities to us are that;

- (a) You will provide us with clear, timely and accurate instructions and update us with any relevant change in circumstances.
- (b) You will provide all documentation required to complete each stage in your matter in a timely manner.
- (c) You will safeguard any documents which are likely to be required for disclosure purposes.
- (d) You will provide us in writing with details of any changes to your contact details including address, telephone number or email address.

- (e) You will pay bills on delivery.
- (f) You will provide us with any required minimum sum on account as requested from time to time.
- (g) You will notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

## 7 Costs - General

- 7.1 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.
- 7.2 On some occasions the other party in proceedings or potential proceedings may refund part of your costs. **The costs that you are liable to pay us under this agreement and any of our fee arrangements are not limited to those that could have been recovered or have been recovered from the other party.**
- 7.3 Whilst we will perform all work with reasonable care and skill our charges do not depend on the outcome of a matter and must be paid irrespective of outcome or the stage reached.
- 7.4 We are registered for VAT and our VAT number is 804 4344 54. VAT is charged at the current rate of 20%.

## 8 Fixed Fees

- 8.1 When we have agreed any fixed fee with you for our work then:
- (a) The fixed fee plus VAT is payable before we start the work on your behalf. You agree that we are entitled to bill that work immediately.
  - (b) 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.
  - (c) Any disbursements are payable in advance of us incurring them on your behalf (e.g., making an application to the court).
  - (d) If at any point after we commence work under a fixed fee you decide you do not wish to proceed, the full fixed fee plus any disbursements that we have already incurred remain payable.
  - (e) If we decide that we cannot complete the fixed work for good reason we will charge you a proportion of the fixed fee commensurate to the work carried out so far, but any disbursements that we have already incurred remain payable.
  - (f) 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.
  - (g) 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 divorces.

- 8.2 Our fixed fee is £500 plus VAT for our work on an undefended divorce if you are the applicant (or applicant 1 in a joint divorce). You will also have to pay the fee charged by the court (currently £593). Occasionally other expenses may be incurred such as process server fees which are not covered by the fixed fee.
- 8.3 Our fixed fee is £300 plus VAT for our work on an undefended divorce if you are the respondent (or applicant 2 in a joint divorce).
- 8.4 The following are not included in the divorce fixed fees:
- Court fees or other disbursements
  - Making or defending an application for costs
  - Attending court on your behalf
  - Dealing with a dispute if one is raised
  - Tracing and personally serving a respondent
  - In a joint divorce application, an application for the Conditional or Final Order where one party does not agree it
  - An application to delay the Final Order
  - Any other work that is unusual in amount (more than five hours work for the whole matter if the fee is £500, or three hours work if the fee is £300) or type compared to the standard case We will notify you if we consider that this applies.
- 8.5 In a divorce case any work that we carry out not included in the fixed fee will be charged at the hourly rate of £100 plus VAT or we may at our discretion agree a further fixed fee with you.
- 8.6 The fixed fees do not apply to those very rare cases where the divorce can be and is defended.

## 9 Hourly rates

9.1 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, our lawyers work in teams and another team member may carry out delegated work on the case or 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 and in either case that other lawyer's hourly rate will be charged. Also, elements of the work will be supervised by another lawyer. Any supervision that progresses the matter will be charged to the file at the hourly rate for the supervisor; overall our system of delegation to the most suitable lawyer helps you to keep costs down. If the lawyer with conduct of your matter needs to change you will be informed of this and unless we agree otherwise the rates chargeable will be those of the new lawyer. Therefore, all our charging rates are listed below for your information.

Martin Fuller – Solicitor : £500.00 plus VAT  
 Joanne Green – Solicitor : £400.00 plus VAT  
 Teena Jones – Solicitor : £400.00 plus VAT  
 Sara C Hill – Solicitor : £375.00 plus VAT  
 Alex Anastasiou – Solicitor : £360.00 plus VAT  
 Jane-Louise Burrows – Solicitor : £340.00 plus VAT  
 Navida Ullah – Solicitor : £340.00 plus VAT  
 Yvonne Noble – Fellow of the Chartered Institute of Legal Executives : £340.00 plus VAT  
 Mira Gohil-Patel – Solicitor : £340.00 plus VAT  
 Amy Chesterfield – Solicitor : £310.00 plus VAT  
 Mikaela Rogerson – Solicitor : £290.00 plus VAT  
 Reena Bhanderi – Solicitor : £270.00 plus VAT  
 Asia Razaq-Miah – Solicitor : £270.00 plus VAT  
 Kate Newton – Solicitor : £270.00 plus VAT  
 Carla Fishlock – Solicitor : £260.00 plus VAT  
 Subecca Sheikh – Solicitor : £240.00 plus VAT  
 Figen Demiri – Solicitor : £240.00 plus VAT  
 Gurjeet Panesar – Solicitor : £240.00 plus VAT  
 Anjani Fatania – Solicitor : £240.00 plus VAT  
 Kerry Read – Solicitor : £240.00 plus VAT  
 Magdalena Wiktoro – Solicitor : £200.00 plus VAT  
 Yasmin Malik – Solicitor : £180.00 plus VAT  
 Gemma Cozens – Paralegal : £160.00 plus VAT

Rachel Underdown – Paralegal : £160.00 plus VAT  
 Sophie Katasi – Paralegal : £160.00 plus VAT  
 Natalie Morgan – Paralegal : £145.00 plus VAT  
 Kaddija Keita – Paralegal : £130.00 plus VAT  
 Leyla Ahmed – Paralegal : £130.00 plus VAT  
 Gabriel Chiwotswa – Paralegal : £130.00 plus VAT  
 Support Staff : £60.00 plus VAT

9.2 In terms of charges:

- (a) Fees are calculated for time spent working on your file based on the hourly rate divided into ten units of 6 minutes each.
- (b) 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.
- (c) Photocopying is charged in accordance with the time taken to carry out the copying by support staff.
- (d) Disbursements such as court fees, barristers' fees and experts' fees are extra and are payable in advance of being incurred.
- (e) Advocacy (representing you at court) and any travel to and waiting at the court will be charged at the hourly rate for the lawyer concerned subject to any fixed fee we have agreed with you for the particular hearing.
- (f) Where we instruct a barrister to attend a hearing on your behalf then it is our policy to send a lawyer from the firm to assist the barrister at the hearing and ensure that your interests are best represented. This attendance (including any travel and waiting) will be charged at the hourly rate for the lawyer concerned subject to any fixed fee we have agreed with you for the particular hearing.

9.3 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. There are many factors outside our control that can affect the level of costs,



including the instructions you give us, the other side's approach or tactics and the requirements of any orders made by the court. Therefore, you should be aware that although we make every effort to ensure accuracy there is no guarantee that final costs will not exceed the estimate.

- 9.4 Any estimates that we give are made in good faith but are not contractually binding. We will make every effort to inform you of any changes in the estimate 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.
- 9.5 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.
- 9.6 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).
- 9.7 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. Any bills we send you will be final statute bills for the period they cover.
- 9.8 Any bills we send you are detailed bills and are final in respect of the period they cover except that disbursements may be billed separately and later than the bill relating to our charges for the same period.
- 9.9 **Bills are payable on delivery, and we reserve the right not to carry out further work after 7 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.

- 9.10 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.
- 9.11 Our charging rates are subject to periodic review, normally on an annual basis. If, as a result of a review, our charging rates are varied, we will notify you of the changes in advance and the revised rates will take effect from the date stated in the notification.

## 10 Hourly rates and Money on Account

- 10.1 We request an initial sum to be held on account for each matter that you open with us in respect of costs and VAT that we are likely to incur on your behalf and we will request that you maintain this balance on account after deduction of any bills. **We reserve the right not to carry out any further work unless we have the requested funds on account of costs at all times.**
- 10.2 Unless we have an agreed another arrangement with you, the money that we request on account and for you to maintain as a balance is:
- £1500 in a case concerning children
  - £2000 in a case concerning finances
- Before accepting instructions to represent you in relation to an injunction we will require
- £4000 on account if you are the applicant:
  - £3000 if you are respondent (the person the application is made against).
- These figures do not include disbursements that we incur on your behalf and with your agreement such as barristers' fees, court fees and the costs of expert's reports.
- 10.3 We may, at any stage, request that you pay us additional monies on account over and above the sums set out in this section 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.

- 10.4 If additional monies on account are requested but not paid, or not paid within the period requested, we will be unable to carry out the work if there are insufficient funds to cover the cost of the work required. We accept no liability for any detriment that is caused to you or your matter because of any delay in providing, or for any failure to provide, funds that we request.

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## 11 Hourly Rates and Pay As You Go Arrangements

- 11.1 Where we have agreed a “pay as you go” arrangement (i.e., you are dealing with your case yourself but seek advice from us when you consider it necessary) the price will be at the hourly rate for the lawyer providing the advice. In such a case we will not be acting for you and our obligations to you (including those under Service Standards and Responsibilities) will be limited to advising you in those meetings and in relation to any documentation we agree to assist you with.

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## 12 Objecting to your bill

- 12.1 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/challengesolicitors-bill>.
- (a) You must apply to the court before asking for a detailed assessment. You must do this within one month of getting any bill.
- (b) If you do not, you can still apply within a year of getting the bill, but the court might ask you to pay part or all of what you owe upfront. You’ll get back what you’ve overpaid if the judge agrees you’ve been charged too much.

- (c) You might also be able to apply if you’ve already paid your solicitor’s bill or it’s been over a year since you got it. You can only do this in special circumstances – you must explain what these are when you apply.

- 12.2 Therefore, if you have a concern you should not wait until the end of the matter before challenging our fees. You should consider each bill when it is sent to you and if you wish to challenge the bill or ask the court to assess it you should do so at this point.

- 12.3 Should you wish to challenge your bill, your account (including any money on account) remains payable to comply with the above terms and conditions and to enable work to continue whilst your challenge is addressed. Any adjustments will be made after the challenge has been dealt with.

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## 13 Scope of our Legal Services

- 13.1 The scope of the services that we will provide will be set out in our confirmation of instructions letter and any variation issued in writing.
- 13.2 The following restrictions apply in every case:
- (a) We only provide family law services. We do not provide conveyancing services, so you will need a separate solicitor for any property sale or transfer.
- (b) We can only advise on the law and legal procedures of England and Wales.
- (c) We do not provide investment advice, tax advice or business advice or any other financial services or advice. You should obtain any such advice that you need from an independent third party.
- (d) We do not accept responsibility for any consequences arising from reliance on our advice by any person other than you.
- (e) We are not responsible for any failure to advise or comment on matters falling outside of the scope of the work that we have agreed to carry out for you, as set out in this document and in the confirmation of instructions letter.

- (f) Any advice or documents that we provide you can be relied upon only by you and only in connection with the specific matter on which we are instructed. They will reflect the law in force at the relevant time and we are not obliged to inform you of any changes in the law after the retainer has ended.

## 14 Limiting Liability

- 14.1 Our liability to you in relation to any single matter or any group of connected matters which may be aggregated by our insurers shall be limited to £3,000,000 including interest and costs.

*(Aggregated by our insurers means where the insurer is allowed to treat a number of claims (either from the same client or different clients) as one claim for insurance purposes in which case our total liability will be limited to £3,000,000 for all of those claims put together.)*

- 14.2 We will not be liable for:

- (a) losses that were not foreseeable to you and us when this contract was formed;
- (b) losses not caused by any breach on the part of the firm; and
- (c) business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.

- 14.3 Nothing in these terms and conditions shall exclude or restrict our liability in respect of

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any losses caused by wilful misconduct or dishonesty;
- (d) any other losses which cannot be excluded or limited by applicable law.

Please ask if you would like our Finance & Financial Compliance Manager, Alan Kendall, to explain this further.

## 15 Applicable Law

- 15.1 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.
- 15.2 If any part, term, paragraph or subparagraph of this agreement shall be found to be unenforceable by a court you agree that this shall not affect the enforceability of any other provision.

## 16 Terminating the Agreement

- 16.1 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.
- 16.2 This is not an entire contract for us to represent you until the end of the matter. This means that we may terminate the retainer and stop acting for you before the end of the matter if you breach the terms of the agreement; if we consider that the relationship of trust between us has broken down as a result of your actions (including where you lose faith in our ability to represent you) or if we consider that we are no longer able to effectively represent you. This includes, for example if:
- (a) there is a conflict of interest;
  - (b) you instruct us to put an unreasonable argument to the court;
  - (c) you persistently raise unjustified complaints or unjustified bill challenges;
  - (d) you withhold relevant information or mislead us in way;
  - (e) following your instructions may place us in breach of our professional obligations; or
  - (f) you do not pay a bill or place funds on account as required.



16.3 We will give you reasonable notice to stop acting for you. If you do not pay a bill or provide money on account within the period requested, then you are on notice that this may occur although we will write to you again to remind you.

16.4 **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).**

16.5 We accept no liability for any loss or damage or other detriment that is caused to you or your matter by reason of early termination.

16.6 Should you wish us to stop acting for you, please tell us in writing.

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## 17 Money Laundering Procedures

17.1 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.

17.2 To comply with the law we need to check your identity as soon as possible. A Law Society leaflet entitled 'Money Laundering Procedures' is enclosed with this Agreement.

17.3 We use an online ID checking process provided by Lexis Nexis that allows us to verify your identity using the information that you supply. This is in two parts (a) checking information that you supply about your identity and address against public records (cost £1.80) and (b) a request for a photo ID with a biometric checking process (cost £1.40). You will be charged for these checks at cost.

17.4 If your details pass both these checks then we will not normally need to ask you for any documentation. However, if the checks are not sufficient or cannot be performed for any reason we will need to ask you for specific identification documents. Note that if your details do not pass the online check this may appear as a note on your credit record. If you have any concerns about this, please contact the Legal Support Team on 01234 343134 to discuss in advance.

17.5 We may need to raise further questions with you in relation to source of funds. It may be necessary to repeat a check or part thereof (for example if you change address). If payment is made by a third party on your behalf, we will have to carry out ID checks on that third party. We may also have to carry out an ID check on anyone you ask to give instructions on your behalf. If made, these checks will be charged to you as above.

17.6 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, proliferation financing, 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. We will not be liable for any loss or damage you incur because of such disclosure.

17.7 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 Legal Support Team on 01234 343134 know if you are not willing to provide this consent.

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## 18 Payment of Interest

18.1 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.

18.2 No interest is payable if the amount of interest calculated over the whole period for which the balance is held is £20 or less.

18.3 We will usually account to you for interest, where due, at the conclusion of your matter.

## 19 Banking and Financial Arrangements with Clients

- 19.1 Unless agreed otherwise, we hold client money in Barclays Bank in the UK which is regulated by the Financial Conduct Authority (FCA).
- 19.2 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

*(The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.*

*The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s] (Barclays), the limit remains £85,000 in total. Some banking institutions have several brands and you should make your own inquiries (for example with the Financial Services Register or your bank or building society) if you require more information.. The compensation limit is £85,000 per institution, not per brand.)*

- 19.3 The FSCS will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.
- More information about the FSCS can be found at <https://www.fscs.org.uk>.
- 19.4 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.
- 19.5 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.

- 19.6 **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.**
- 19.7 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.**
- 19.8 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.

## 20 Providing Exempt Financial Services

- 20.1 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. We do not provide investment advice.

## 21 Storage of Electronic Files/ Paper Documents

- 21.1 We store our files in electronic form. 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.
- 21.2 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.
- 21.3 Should you or a new solicitor instructed on your behalf 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.

- 21.4 The documents which according to property law principles and the Law Society guidance belong to us will be extracted from the file before sending.
- 21.5 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.

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## 22 Vetting of Files and Confidentiality

- 22.1 We are required to keep your matters confidential and we take data security extremely seriously.
- 22.2 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.
- 22.3 These external firms or organisations are all required to maintain confidentiality in relation to your files.
- 22.4 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](mailto:alan@fullersfamilylaw.com).
- 22.5 If you sue us, the law allows us to waive confidentiality and legal privilege so that we can defend ourselves.
- 22.6 You also agree to waive confidentiality and legal privilege as far as is reasonably

- necessary for the purpose if:
- (a) a court regulator or ombudsman seeks an explanation from us in relation to your case
  - (b) the other side applies to court for a wasted costs order against us or
  - (c) we apply to court for an order to terminate our retainer with you or to recover costs.

*(Legal privilege prevents certain confidential communications with your lawyer from being disclosed without your permission).*

- 22.7 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 and we reserve the right to terminate this retainer should you ignore this advice.

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## 23 Data Protection

- 23.1 Please note telephone calls to and from the office and Zoom meetings with you are recorded for training and monitoring purposes and by agreeing to these terms you are agreeing to this recording.
- 23.2 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.
- 23.3 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing, file vetting (see 22 above) or storage. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection.

23.4 You will receive an e-mail at the end of your case asking if you will provide feedback to Review Solicitors on how we have done. Your contact details are passed to Review Solicitors for the purposes of generating the e-mail within our system but are immediately encrypted by them so that they can only access a code and not your details unless you decide to leave a review. We hope that you will leave a review as this enables us to constantly improve our services as well as to recognise and promote good practice within the firm.

23.5 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](mailto:enquiries@fullersfamilylaw.com) or on 01234 343134. Our Data Protection Officer is Martin Fuller.

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## 24 Email

24.1 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.

24.2 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 is a risk of, for example, inadvertent disclosure, non-arrival, and viruses.

24.3 Whilst we adopt our own anti-virus and IT measures to protect your data and hold Cyber Essentials accreditation, we accept no liability for any inadvertent breach of confidence or privilege or for any loss or damage which occurs as a result of communication by e-mail or for viruses.

24.4 Therefore, we advise you to:

- Take special care to be accurate when giving us your and other people's 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 else has access to your email account.

- Have up to date anti-virus software.
- Inform us if a particular document should not be sent by e-mail.

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## 25 Client Portal

*(We are currently redeveloping our client portal. We will notify you when we resume its use and send you the user guide, after which the following provisions will apply.)*

25.1 For your convenience we share documents for you to complete via our client portal. You will receive an e-mail informing you when a document has been shared with you.

25.2 Please read the attached "Fullers Family Law Portal - User Guide" carefully. By using the portal, you confirm that you have read and understood the contents of the User Guide and agree that:

- (a) You will not disclose your username or password to others and will keep any one-time authorisation code that you receive confidential.
- (b) You will immediately inform Fullers Family Law of any change of contact details or any event that may compromise the security of your access to the portal.

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## 26 Equality and Diversity

26.1 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.

26.2 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.



## 27 Complaints

- 27.1 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 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, you should contact Mikaela Rogerson on [Mikaela.rogerson@fullersfamilylaw.com](mailto:Mikaela.rogerson@fullersfamilylaw.com) or by telephone or post.
- 27.2 Copies of our Complaints Handling Policy and Complaints Handling Procedure are available on request.
- 27.3 We have 8 weeks to consider your complaint. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH; email [enquiries@legalombudsman.org.uk](mailto: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.
- 27.4 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 six months of receiving our final response to the complaint and no later than one year from when the act/omission occurred or one year from when you should have known about the complaint. Their website is [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).
- 27.5 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.
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## 28 Legal Aid

- 28.1 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.
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## 29 Right to cancel

- 29.1 You have the right to cancel this agreement within 14 days without giving any reason. (This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – see the notice attached).
- 29.2 We will not start work on your matter during the 14-day cancellation period unless you expressly request us to.
- 29.3 In most cases, if you ask us to start work during the cancellation period, you will not lose your right to cancel. If you subsequently cancel during the cancellation period we can charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel, in comparison with the full coverage of the contract.
- 29.4 You will, however, lose the right to cancel and will have to pay in full once the contract had been fully performed (i.e., we complete the work) even if this happens within the cancellation period.
- 29.5 If you wish us to start work within the 14-day cancellation period please sign the relevant declaration below.
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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.

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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 above (Vetting of Files and Confidentiality).

I consent to my data being processed as set out above (Data Protection).

I agree to the limitations on the firm's liability as set out above (Limiting Liability)

SIGNED: \_\_\_\_\_

Dated: \_\_\_\_\_

### **Starting work on my file within 14 days**

(Only complete if you want us to start work in the cancellation period)

I hereby request that you start work within the 14 days cancellation period having understood my liability for costs and the effect on my right to cancel.

SIGNED: \_\_\_\_\_

Dated: \_\_\_\_\_