

Alison Fielden & Co

TERMS OF BUSINESS

HELP WITH MEDIATION

We are advising you with the benefit of a Legal Help or Family Help (Lower) or Child Protection and Care Matter (Levels 1 and / or 2) for your legal costs. There are important conditions attached to receiving legal assistance from these schemes, which we set out below.

This allows me to carry out a certain amount of work provided there is 'sufficient benefit' in so doing.

Your legal costs will then be met by the Legal Aid Agency in one of a number of possible ways which are set out below. In our client care letter we will have set out which costs base applies in your matter.

Help with Mediation

We are advising you with the benefit of the Legal Aid Help with Mediation Scheme. There are important conditions attached to receiving legal assistance from this scheme which we set out below.

This scheme allows me to carry out a certain amount of work provided there is "sufficient benefit" in doing so. Your legal costs will then be met by the Legal Aid Agency. There is a fixed fee of £150.00 plus VAT. In the case that an agreement is reached the limit is £200.00 to include the cost of applying for a Consent Order or preparation of a Separation Agreement.

The Solicitors Charge does not apply to these costs.

This form of Legal Aid does not allow us to undertake any work under it in relation to obtaining a divorce or advising on the means of obtaining a divorce. It is limited to legal advice to enable you to engage in mediation on the issues that are being discussed there. It includes advising you regarding whether any settlement is reasonable and what you could anticipate if the matter went before a Court. As indicated in the event that agreement is reached that can be appropriately documented.

If your Opponent is legally aided

If your opponent is receiving help with his/her costs from the Legal Aid Agency and you think that to do so is a poor use of legal aid, then you are entitled to write to the Legal Aid Agency to express your views. You will need to give your name, your opponent's name, the nature of the matter in dispute, and write to the area office which issued the public funding certificate to your opponent.

If you do not know this, then you can write to your local Legal Aid Agency office and ask that the letter be passed on. The Legal Aid Agency office for Cirencester is at 33 –35 Queen’s Square, Bristol.

Payment Arrangements

Payment is due to us within 30 days of our sending you a bill. We will charge you interest on the bill at 8% per year, from the date of the bill. If you do not pay our bill within this time, interest will be charged on a daily basis. If you have any query about your bill, you should contact us straight away.

Please note that we accept payment by debit card.

In cases lasting more than a few weeks we shall, by arrangement with you, deliver our bill to you at regular intervals for the work carried out during the conduct of the case. This will enable you to budget and will also assist us. We are sure you will understand that in the event of payment not being made we must reserve the right to decline to act further. Accounts should be settled within 30 days, **with the exception of conveyancing cases which must be paid in accordance with the Completion Statement, prior to completion.** Interest will be charged on bills that are not paid within this time at 8%. Should any of the transactions in which I act fail to proceed to completion, then the firm’s charges for that transaction will be such lesser sum as is reasonable having regard to the amount of work done by that stage in the transaction together with VAT and any disbursements incurred.

If costs remain unpaid we are entitled to keep your papers and documents (with certain exceptions) during the time money is owing to us.

Cyber Fraud

During your matter it is possible that you will have occasion to transfer sums of money to us. To be as safe as possible from cyber fraud, please check with us by telephone or on a personal visit to our offices, that you have our correct bank details before transferring funds.

Please also note that we do not send bank details by email. If you receive bank details by email purporting to come from us this is likely not to be genuine and it is imperative that you check details with us by telephone, personal attendance at the office letter or fax or refer to this letter, before sending funds to us.

Our Responsibilities to you

Our responsibilities to you are:-

1. To put your interests first;
2. Treat you politely and considerately;
3. Give you accurate information;
4. Express ourselves clearly and with minimum jargon;

5. Explain at the outset what your legal costs are likely to be and notify you of any change during the transaction;
6. Update you on progress as the matter proceeds;
7. Respond within a set time to your letters, emails and telephone calls;
8. Treat you fairly at all times and not to discriminate for reasons of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
9. Keep your personal information confidential and refuse to act for another person if doing so could compromise this.

Storage of papers and documents

We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 15 years for general family files and files relating to children matters are retained until the youngest child attains the age of 21 years and on the understanding that we have your authority to destroy the file 15 years after sending you our final bill or after the youngest child attains the age of 21. We shall not destroy documents you ask us to deposit in safe custody. We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend reading papers, writing letters or other work necessary to comply with your instructions. Normally the charge will be £50.00 plus VAT.

Interest

If we have occasion to receive money on your behalf we will normally place it on deposit if it is not to be used within a week or in accordance with the current Account Rules requirements. Please note that deposit interest which amounts to £20 or less will not be payable unless the money held for you is paid into a separate designated account in which case all interest will be paid to you.

Payments to You

Where we return balances held on Client Account to you once your matter has been concluded this will normally be done by CHAPS transfer into your bank account or by cheque. If a CHAPS transfer is made we make a charge of £25 plus VAT to cover bank charges and administration. If a cheque is issued, we expect this to be presented as soon as possible and in any case within 6 months. If it is not even after one or more reminders, we reserve the right to make an administration charge and/or to give any balance of £20 or less to charity.

Identification and Personal Information

Under the Money Laundering Regulations 2017 we are not permitted to carry out work for you until we have sight of valid identification documents, one showing proof of identity, such as a current driving licence or passport, and one showing proof of address, such as a recent (within the last 3 months) utility bill or bank statement. You may also be asked for confirmation of other matters, e.g. the source of funding for

matters you instruct us on. Please note that this firm and the individuals in it do not accept liability in contract negligence or otherwise arising out of our compliance with any statutory or regulatory requirement. Please note that we will be unable to do any substantive work for you, and we will stop any work already started, until we have received your proof of identity and proof of address.

We will ask you to confirm, in acceptance of Terms of Business, whether you are a Politically exposed person (which will necessitate added ID checks) or a person of relatively high net worth.

Confidentiality/Disclosure Issues

Solicitors are under a professional and legal obligation to keep the affairs of the Client confidential. This obligation, however, is subject to a statutory exception; legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a Client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits ‘tipping off’. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

Our firm may be subject to audit or quality checks by external firms or organizations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as ‘disclosure’. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

Data Protection – GDPR

We only process personal data in accordance with the law. Our full privacy statement is on our website at <http://www.alisonfielden.co.uk/privacy.php>. Printed copies are also available in our office.

Financial Services and Insurance Contracts

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able

to provide certain limited investment services where these are closely linked to the legal work we are doing to you.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

Tax Advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

There are some aspects of a transaction which according to the latest money laundering expectations may be deemed to be tax advice. This may include (among others) advice on stamp duty land tax for conveyancing transactions or to a limited extent the possibility of capital gains tax on matters generally. In that respect only we will be deemed to offer tax advice, but in all other respects we do not offer tax advice.

Termination

You may terminate your instructions to this firm in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed. We are entitled to keep all your papers and documents while money is owing to us (with certain exceptions). We will decide to stop acting for you only with good reason and on giving you reasonable notice or if it is clear that you have lost confidence in how we are carrying out your work. If you or we decide that we shall stop acting for you, then our charges will be as stated above. This does not affect your rights under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

Regulation and Compliance

Our firm is regulated by the SRA, our professional governing body. All our qualified staff have current practising certificates which are on display in our reception area.

We have current professional indemnity insurance in place for more than the required minimum level of £2 million. Our insurer is QBE Insurance (Europe) Ltd of Plantation Place, 3 Fenchurch Street, London, EC3M 3BD. The cover is £3 million. Our liability is limited to that amount.

We have current third party insurance with AXA. Cover is £5 million.

We comply with current legislative and regulatory requirements concerning (inter alia) discrimination, equality and diversity data protection.

Outsourcing

Our firm currently outsources the following tasks to outside organisations to improve efficiency:-

- Costs Drafting *
- Shredding of confidential papers no longer needed *
- Storage of old files *
- Occasional large bundles of photocopying *
- Website maintenance
- Cloud hosted computer software system
- Cloud hosted computer maintenance including hardware

Because of the implications for Client confidentiality:-

1. We ask all relevant suppliers to enter into a Confidentiality Agreement with us;
2. We ask you to let us know if you are happy with this arrangement or if you prefer any of the above marked with an asterisk (*) not to be done with your file.

Quality Standards

This firm attaches a great deal of importance to maintaining quality standards and promotes accreditation with relevant bodies such as the Legal Aid Agency and Lexcel.

As mentioned above in Confidentiality Disclosure matters, our firm may be subject to audit or quality checks by external firms or organizations, such as these and information from your file may therefore be made available to these bodies to maintain standards.

Complaints Policy

We aim to offer all our clients an efficient and effective service and I hope we will do so in your case. If, however, you should ever have any cause for concern please feel free to contact us to discuss this. If there are matters which we cannot resolve between ourselves then you should please contact my colleague, Alison Fielden, in accordance with our complaints policy, a full copy of which is available on request.

Please note that:-

- (a) In the event of a problem you are entitled to complain;
- (b) A complaint should be referred to this firm initially and we will apply our usual complaints handling process to it and send a response to you. We

- normally have 8 weeks in which to send a final response before the next stage is reached as mentioned in (e) below;
- (c) A complaint can include a complaint about this firm's bills.
 - (d) The firm has a complaints procedure as mentioned in the paragraph above;
 - (e) If you are dissatisfied with this firm's final response to your complaint you may refer the matter to the Legal Ombudsman usually within 6 months of our response or the expiry of the 8 week period above, whichever is the earlier. These periods are subject to long stop dates and the Legal Ombudsman may only accept complaints made within 1 year from the date of the act or omission being complained about or 1 year from the date when the complainant should have realised that there was cause for complaint. You may contact the Legal Ombudsman by writing to PO Box 6167, Slough SL1 0EH; by telephone 0300 555 0333 or on the internet enquiries@legalombudsman.org.uk - www.legalombudsman.org.uk
 - (f) There may also be a right to object to our bill by applying to the court for an assessment of the bill under Part 3 of The Solicitors Act 1974;
 - (g) If all or part of the bill remains unpaid interest may be charged at the rate of 8%.
 - (h) We will not charge you for the cost of handling a complaint.
 - (i) The period of normally 8 weeks and usually six months referred to above are subject to exceptions, and not all clients are eligible. Further details can be found in the firm's complaint procedure and at enquiries@legalombudsman.org.uk - www.legalombudsman.org.uk .
 - (j) Alternative complaints bodies, such as Ombudsman Services (independentreviewer@ombudsmanservices.org), exist which are competent to deal with complaints about legal services, should both you and our firm wish to use such a scheme. We do not agree to use such a scheme.

Your Responsibilities to Us

- (a) You will give us accurate instructions;
- (b) You will give us full information on which we can base our advice;
- (c) You will pay our bills within 30 days.

Your continuing instructions will amount to your acceptance of these terms of business.

We hope that by sending this letter we have addressed your immediate queries about our Terms of Business. If you still have any queries, please do not hesitate to contact Heather Weavill.

If you have any queries about this document, or your matter in general, please do not hesitate to contact the writer.

This is an important document. Please keep it in a safe place for future reference.

**PLEASE SIGN, COMPLETE AND RETURN THE
ACCEPTANCE OF TERMS AND CONDITIONS AS
SOON AS POSSIBLE**