

# Alison Fielden & Co

## TERMS OF BUSINESS

### FAMILY DEPARTMENT

The following paragraphs set out the basis on which we will provide our professional services.

#### Our Responsibilities to you

Our responsibilities to you are:-

1. 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.

#### Charges and Expenses

Our charges are based on the time we spend dealing with your case. Time spent on dealing with your affairs will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence; and making and receiving telephone calls.

We will charge you £250.00 per hour for each hour engaged on your matter by the Fee Earner from now until the next review date. Routine letters that we write, and routine telephone calls that we make, and receive, will be charged as units of £25.00. Routine letters received and work carried out by non-fee earning staff will be charged at £125.00 per hour. Other letters and calls will be charged on a time basis. We will add VAT to our charges at the rate that applies when the work is done. At present, VAT is 20%.

So that you are clear:

<b>Attendance on you and others</b>	<b>250.00 per hour</b>
<b>Preparation work on your file</b>	<b>250.00 per hour</b>
<b>Travel and waiting (if applicable) by arrangement</b>	<b>125.00 per hour</b>
<b>Letters and Emails out</b>	<b>25.00 per letter</b>
<b>Letters and Emails in</b>	<b>25.00 per letter</b>

<b>Telephone calls, untimed</b>	<b>25.00 per call</b>
<b>Photocopying (Black &amp; White)</b>	<b>0.10 per sheet</b>
<b>Photocopying (Colour)</b>	<b>0.25 per sheet</b>
<b>Scanning</b>	<b>0.10 per sheet</b>
<b>Any other work is charged at £250.00 per hour</b>	

If your instructions mean we have to work outside normal office hours, this firm reserves the right to increase the level of the hourly rate. You will be notified in writing of any increased rate. In six months' time from the date of this letter, this firm will review the hourly rate to take account of changes in overhead costs and we will notify you in writing of any increased rate.

In addition to the time spent, this firm may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rate set out above. The rates may be higher, if, for example, the matter becomes more complex than expected; we will notify you of this. If you have any query about the level of any revised rates notified to you, please contact us straight away.

Sometimes, for example, in property transactions, in the administration of estates and in transactions involving a large amount of money or benefit to the client, we add on an additional amount relating to the value of any property involved (bearing in mind guidelines laid down by the Law Society). This may result in our substituting that amount for any mark-up in the above hourly rate or merely readjusting such mark up as appropriate; seeking always a charge which is fair and reasonable.

Please note that we will aim to save costs to you and the environment by not routinely acknowledging payments by cheque. If you require a receipt for payment by cheque to be sent to you in the post then please let us know.

We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of its estimated cost in writing before any extra charges and expenses are incurred.

Please note that our estimate of costs is liable to vary. If there are third party delays for example the Land Registry, the Probate Court, The Family Court, HMRC. These are unfortunately out of our control but we will advise you of any such delays on you matter as appropriate. The possibility of third party delays should be factored in to your planning in relation to this transaction.

If for any reason this matter does not proceed to completion, you will be charged for the work done and expenses incurred.

You may set a limit on the charges and expenses to be incurred.

In addition, at any time during the transaction, you may ask us for an update on costs incurred to date and we will not charge you for providing you with this information. Our aim is for the costing to be

transparent and if anything in this section is unclear or needs more detailed explanation, please contact us before we incur costs or, if during the transaction, without delay, so that any uncertainties can be resolved straight away.

### **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 firms 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.

In case you wish to transfer initial costs directly to our bank account, and for transferring any funds on account at a subsequent stage, please telephone our office for our account details.

**Please note that we will be giving our account details to you in confidence and for the purposes of your transactions and for your use only. Please do not under any circumstances pass them to a third party without our authority.**

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.**

### **Payments on Account**

After ID has been verified it is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid delay in the progress of their case. We may request further payments on account for charges and expenses to be incurred as the matter progresses. When we put these payments towards your bill/s, we will send you a receipted bill, and we will offset any such payments made, against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payments.

Please note that if funds are received before ID has been verified we will contact you to provide ID on the same day. If this cannot be done, funds may be returned and re requested.

We may invite you to set up a regular payment plan for payments on account by way of one upfront payment and a signed standing order form for future payments. We will keep the level of payments under review and may need to vary these to keep pace with the work actually carried out. This will be done in consultation with you. The payment plan will not include disbursements e.g. court fees, counsel's fees. We will need payment for these in advance of those costs being incurred and prompt payment is helpful to avoid delay in your case.

### **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 give any balance of £20 or less to charity.

### **Proceeds of Crime**

We are not permitted or prepared to accept monies which are (or are mixed with) proceeds of crime, or connected with terrorist activities or fraudulent activities of any kind.

If you are unable to confirm that monies paid to this firm are not in any of the above categories we cannot accept such funds.

### **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](http://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.

### **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 has attained 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.

### **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.

### **Marketing**

We may wish to contact you by email or post to keep you informed about current developments in the law which may be relevant to matters on which you have instructed us and services we can offer. If you do not wish us to do this please tick the appropriate box on the Acceptance of Terms and Conditions.

### **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](mailto:enquiries@legalombudsman.org.uk) - [www.legalombudsman.org.uk](http://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](mailto:enquiries@legalombudsman.org.uk) - [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) .
- (j) Alternative complaints bodies, such as Ombudsman Services ([independentreviewer@ombudsmanservices.org](mailto: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 any immediate queries you may have about our Terms of Business. If you still have any queries, please do not hesitate to contact us.



**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.**