

## **TERMS AND CONDITIONS OF BUSINESS**

### **1. INTRODUCTION**

The following paragraphs set out in detail our terms and conditions of business. These terms are available on our website and not usually provided in hard copy format, unless requested. You will also receive a supplemental retainer letter with additional terms, including charge out rates, and/or fixed fee agreement(s), that apply specifically to your case. Both documents are important as they form the basis on which we will deal with your matter. Please keep the retainer letter(s) you receive from us for future reference.

### **2. OUR FIRM**

Acorn Family Law is a limited liability partnership, registered at Companies House, number COC382010 ("the firm"). There are currently two partners, Leonora Marchant and Siobhan Arslan who's details are available on our website: [www.acornfamilylaw.co.uk](http://www.acornfamilylaw.co.uk). The firm is authorised and regulated by the Solicitors' Regulation Authority (no. 592335).

### **3. INDEMNITY**

The firm has professional indemnity insurance cover with Travelers Insurance Company Ltd, Exchequer Court, 33 St Mary Axe, London EC3A 8AG; website [www.travelers.co.uk](http://www.travelers.co.uk).

Our liability to you for a breach of your instructions shall be limited to £2,000,000 unless we expressly state a higher amount in the letter accompanying these terms of business. 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 us to explain any of the terms above.

### **4. OFFICE HOURS**

Our opening hours are from Monday to Friday (excluding bank holidays) from 9.00am – 5.00pm.

### **5. THOSE RESPONSIBLE FOR YOUR CASE**

The fee earner who will be conducting your case, and their status will be set out on the supplemental retainer letter. Please note that currently both partners supervise each other's work.

### **6. OUR RESPONSIBILITIES TO YOU**

Save where you instruct us for a fixed fee single piece of work where our responsibilities cease upon its conclusion we shall

- review your case regularly;
- explain to you the legal work required as the case progresses;
- inform you of any changes in the law;
- keep you updated re costs and any change in timescale;
- 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;
- advise you when you may be at risk of having a costs order made against you; and
- continue to review whether there are any alternative methods by which your case may be funded.

### **7. CODES OF CONDUCT**

All solicitors in England and Wales are required to comply with the SRA Code of Conduct. Details of these can be found on the SRA website [www.sra.org.uk](http://www.sra.org.uk). Similarly legal executives are regulated by the Chartered Institute of Legal Executives via ILEX Professional Standards. More information about this can be found on: [www.cilex.org.uk/jps](http://www.cilex.org.uk/jps).

### **8. CONFIDENTIALITY**

We have a duty to keep your affairs confidential and we will not disclose information to anyone outside the firm without your consent. The only exceptions to this are:

- Where external firms or organisations may, from time to time, conduct audit or quality checks on our practice. However please note these external firms or organisations are required to maintain confidentiality in relation to your file.
- When we may be required to disclose confidential information in certain circumstances (such as to Government or other statutory bodies as required by law).

- Where we have to comply with reporting requirements in relation to money laundering, which can override our duty of confidentiality to you. Please refer to the 'Money Laundering' paragraph below for further details.

## **9. DATA PROTECTION**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998, GDPR and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. Our [privacy notice](#) is available to download from our website, or a copy can be obtained by contacting our office. We will ask you to sign a consent form for us to use your data at your first appointment.

## **10. MONEY LAUNDERING**

Legislation on money laundering and terrorist financing has placed us under a legal duty to disclose information where we know or suspect a transaction on behalf of a client involves money laundering. This disclosure has to be made to the Serious & Organised Crime Agency. As we are not allowed to 'tip off' any client about this, we would not be able to inform you of the disclosure or the reasons for it and will have to suspend work on your case while investigations are being carried out. If it does become necessary for us to make such a disclosure, you accept that you will not be entitled to claim for any loss or damage as a result of this.

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable, preferably at the first meeting. We will require photo ID either your passport or driving licence and another form of ID with your current address such as a recent utility bill or bank statement.

## **11. COSTS ESTIMATE**

Due to the unpredictable nature of family proceedings, it is difficult to provide at the outset what your final legal costs will be. However, we will provide you with the best information possible concerning the total charges envisaged, including expenses, in our supplementary retainer letter.

## **12. TIMESCALE**

We will endeavor to provide you with a reasonably accurate time estimate for your case in the supplemental retainer letter. In general terms however, a straightforward undefended divorce usually takes some 6 months. A Children Act or financial court case can take up to 9 months from start to finish, sometimes longer depending on the complexity.

## **13. CHARGES AND EXPENSES**

### **a) Time Charges**

Generally, we follow the established professional practice of charging for our services on the basis of a fixed hourly rate, which is calculated taking into account all usual business overheads. This rate will be clearly quoted in our initial letter to you and is revised on an annual basis. When charging on a time basis, our charges are calculated by multiplying the time spent (in recorded units of 6 minutes) by one tenth of the hourly rate applicable. For instance a charge out rate of £100/hr would mean that every 6 mins of time spent would cost £10 (+ VAT where charged).

Routine letters, e-mails and telephone calls (made and received) are charged as units of 6 minutes. The charge for attending meetings with you or other parties, lengthy letters, e-mails and telephone calls will be on a time spent basis.

### **b) Fixed Fees**

We may agree with you a fixed fee for conducting a certain piece of work, which we estimate will take up a certain amount of time. If however we exceed the estimated time where perhaps the matter becomes unexpectedly protracted, we will agree with you any additional charges. Where the matter does not proceed, we will charge on an hourly rate basis up to, but not exceeding, the fixed fee. We will usually invoice at the conclusion of the work we have quoted the fixed fee for, or where the work is likely to take some time we will raise interim bill(s) at key stages.

### **c) Value Added Tax (VAT)**

You will not currently be charged VAT as at the time of preparing these terms and conditions, the firm is not registered for VAT with HM Revenue & Customs. However this will happen during July/August 2013 and once registered, all our professional charges will be subject to the rate of VAT set by the Government (currently 20%). If you are already an existing client, we will write to inform you of this.

#### **d) Expenses (sometimes called Disbursements)**

During the course of your matter we may find it necessary to incur expenses ("disbursements") such as barrister's fees, experts' fees and court fees. It is our policy to ask you to pay these expenses in advance of the fee being incurred.

#### **14. PAYMENTS ON ACCOUNT**

It is our policy to ask for payments on account to cover anticipated work in the immediate future, both at the start of the case and as it progresses, and a retention against final invoice. This helps us by avoiding doing work that we may not be paid for, and helps you as the client to spread the costs of the case. Such payments will be held in a separate client account in accordance with the SRA Accounts Rules 2011. These rules require that such funds be held in our client account until such time as you are invoiced for the work we have undertaken. At that point, we must transfer the money to cover the invoice into our office account within 14 days.

#### **15. BILLING ARRANGEMENTS**

Unless otherwise agreed, it is our usual practice to send an interim bill on a regular basis and a final bill when the matter is completed. Payment is due to us within 14 days of our sending you a bill. We are entitled to charge you interest on the bill at 8% per year from the date on which payment of our bill is due if you do not pay our bill within this time. Interest will be charged on a daily basis. We also reserve the right to:

- Make a charge in connection with collecting the overdue amount
- Do no further work for you until we are paid in full, and
- Keep all of your papers and documents until we are paid in full.

In transactions or cases where we receive money on your behalf we may deduct our costs and expenses before accounting to you.

#### **16. HOW TO PAY**

We accept payments by cheque and bank transfer. We also accept credit card and debit card payments. Please feel free to discuss this with us at any time. We will not accept payments in cash in excess of £250 per transaction. If you require further information about our charges or advice on how to pay by standing order, please do not hesitate to contact us.

#### **17. BILL QUERIES OR DISPUTES**

If you have a query concerning your bill, please discuss it immediately with the lawyer conducting your case. If this does not resolve your matters, you have the right to complain about the bill in writing. You can also apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. Please refer to the printed information on our bills for further details.

#### **18. PAYMENT OF INTEREST**

Money received on your behalf will be held in our general client account pursuant to the SRA Accounts Rules 2011. We will pay interest on monies held in client account on the following principles:

- (a) Where bank interest rates are at least 2% p.a. and the amount of interest due exceeds £10
- (b) The sum of an individual client's funds held in the general account exceed £7,500 for 1 month.

At levels below this the costs for the administration of the process and managing the payment outweighs the value of the payment. Interest payments will be calculated and paid on a quarterly basis.

#### **19. OTHER PARTY'S CHARGES AND EXPENSES**

It is important for you to understand that you alone are responsible for paying our charges. Even if you obtain a costs order from the other party (which is rare in family cases), it is still down to you to pay our charges and expenses initially. Any amounts which can be recovered will be a contribution towards your costs. If the other party is in receipt of public funding, no costs are likely to be recovered, even if you win. A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. The money due to the other party is in addition to our charges and expenses.

#### **20. PUBLIC FUNDING**

We do not have a Legal Aid contract and do not offer publicly funded services. If we think you may be eligible for such funding, we will tell you and you can then decide whether to instruct another firm offering such services, or remain with us and pay us privately. Should you decide to end your instructions at this point, you will be liable to pay for all work that we have undertaken for you on the matter.

#### **21. FINANCIAL ADVICE**

We are not authorised by the Financial Services Authority and therefore cannot provide financial advice. However we may recommend you obtain such advice independently where appropriate to help you obtain the best outcome for your case.

## **22. INSTRUCTING AGENTS AND EXPERTS**

If appropriate or necessary, we will instruct experts or agents on your behalf at your expense. This may include barristers, property valuers, pension actuaries, psychologists, drug or DNA testing companies, translators, etc. Any instruction will naturally be discussed and agreed with you in advance. We will normally request a payment on account to cover the fees of such an expert. We will not be liable for any actions or failures on the part of the agent or expert.

## **23. TERMINATION**

You may end your instructions to us in writing at any time. We are entitled to keep your papers and documents while charges and expenses remain unpaid. We may cease to act for you if we have good reason to do so, and will provide you with written notice confirming the reasons. These could include

- where a conflict of interest with the other party becomes apparent
- you have not complied with a request for payment on account for more than 14 days
- you are more than 14 days in arrears of a bill we have raised
- you cease to provide instructions in a clear, timely and accurate manner, or at all

## **24. IF YOU HAVE A COMPLAINT**

We are confident of providing a high quality service. If however, you have any queries or concerns about our work you should set out your complaint in writing in the first instance to the fee earner with conduct of your case. That person will provide you with a copy of our complaints procedure and attempt to address the nature of your complaint. If unsuccessful the matter will be forwarded to a partner of the firm who is not directly involved with your case who will make a further attempt to settle the complaint. If ultimately we as a firm are unable to resolve your complaint satisfactorily, you are entitled to take this to The Legal Ombudsman (LeO). Their contact details are: PO Box 6806, Wolverhampton WV1 9WJ, Tel: 0300 5550333, Web: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Please note that there are time limits for submission of a complaint to LeO which must be done within **6 months** of the final response under our internal complaints procedure. Please refer to their website for further details.

## **25. EQUALITY & DIVERSITY**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees, and are required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of our policy.

## **26. STORAGE OF PAPERS AND DOCUMENTS**

After completing the work, we will keep our file of papers (except for any papers which you ask to be returned to you) for at least 6 years and on the understanding that we have your authority to destroy the file 6 years after sending you our final bill. We are entitled to keep all clients' papers and documents where money is owing to us. We do not charge for the storage or retrieval of client files.

## **27. CONCLUSION**

Your continuing instructions to us as a client will amount to an acceptance of our terms and conditions of business.

We hope that these terms address your immediate queries. We are delighted to be acting on your behalf and hope to bring the matter to a successful and timely conclusion for you.

January 2020