



## Terms & Conditions (May 2018)

### 1 Interpretation

1.1 These are the Terms and Conditions which apply to professional services supplied by Armstrong Family Law of Unit 9, North Colchester Business Centre, 340 The Crescent, Colchester, Essex CO4 9AD.

1.2 They will apply in all cases for professional work done unless any additional or other terms are agreed with you in writing.

1.3 This firm is authorised and regulated by the Solicitors Regulation Authority ("SRA") whose rules can be inspected at [www.sra.org.uk/handbook](http://www.sra.org.uk/handbook)

### 2. Estimates of Fees

2.1 I am committed to providing you with the best information possible regarding the likely overall cost of a matter at the outset and as your case develops. Details of the current hourly charge rates (excluding VAT) are included in the Client Care Notice.

2.2 Where the work is likely to involve court proceedings or negotiations to settle a dispute, I will tell you the hourly charge rate(s) used to calculate the final bill and provide an estimate of the range of likely overall cost. You may ask me to limit the number of hours to be spent on your case unless and until I obtain your authority to exceed that limitation.

2.3 If the work done for you does not consist of work in court or in negotiations to settle a dispute, an estimate of the likely level of fees will be given at the outset. This will either be a global sum or on the basis of an hourly charge rate or as a percentage of a value or a combination of any of these methods.

2.4 In appropriate cases account will also be taken of special considerations specified by the SRA in regulations or guidelines issued to the solicitors' profession from time to time to justify our charging a premium over the above-mentioned hourly charge rates.

2.5 Whenever there is likely to be any variation over the original estimate I will tell you except where to do so would cause a delay which might prejudice you.

2.6 I reserve the right to increase the hourly charge rate applicable periodically and at least annually and shall notify you of such an increase.

2.7 All estimates are given excluding Value Added Tax and petty office disbursements such as postage, telephone charges and copying. Value Added Tax will be charged at the

rate at the time of the invoice. I will, if required, apportion the Value Added Tax if there has been a change during the time the work was carried out. I reserve the right to charge as a separate item in our bills any petty office disbursements to the extent that due account has not been taken of them in our charge rate.

2.8 There may be certain other expenses, including payments I make on your behalf, such as court fees, fees for medical reports and barrister's fees, which you will have to pay. VAT is payable on certain expenses.

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

2.10 In some cases it is impossible to predict at the outset the total costs which will be incurred. In those cases I will tell you and you may authorise me to carry out work to a pre-set limit and then to seek your instructions to extend it if necessary.

2.11 In all cases estimates are subject to review if the work done exceeds the initial brief.

2.12 In cases where I have agreed a fixed fee in advance your right to have the costs assessed by the Court is limited.

2.13 If, for any reason, this matter does not proceed to completion, I will charge you for work done and expenses incurred.

### **3. Interim Billing**

3.1 I have a policy of requiring payment on account and/or rendering interim invoices for disbursements (that is payments made by me on your behalf and on which I make no profit) either before or immediately after they are incurred.

3.2 I have a policy of rendering regular interim invoices for fees for work done which helps you to judge the level of expenditure being incurred.

3.3 The conditions for payment of invoices for disbursements and interim invoices are the same as for payment of the final invoice.

### **4. Payments on Account**

4.1 You may be asked either at the outset of your matter or during the course of it to make a payment on account of the eventual costs. This may be in addition to or in substitution for an interim invoice.

4.2 Any sums so paid will be held by me for your account and will be taken in payment or in part payment for any invoice under which payment is or becomes due to me from you.

4.3 In the event of non-payment after seven days of a request for a payment on account I reserve the right to cease work for you and to render an invoice for any un-invoiced work done to that time.

## **5. Cheque Clearance**

When I request monies on account from you in respect of disbursements and you intend to pay by cheque, please ensure that I receive your cheque in good time so that cleared funds are available at the time the monies are required. Your bank or building society can advise you if you are uncertain of the time it will take your cheque to clear but the general rule is the same day of the preceding week (e.g. if payment is needed on Thursday 8<sup>th</sup> July I would need to have it in my possession by Thursday 1<sup>st</sup> July).

## **6. Monies on Account**

6.1 My policy on the payment of interest in relation to money that I hold on your behalf is to account to you for all sums earned if the total exceeds £20. Below this sum I will retain any such sums earned without accounting to you for them. I believe that this policy is fair and reasonable, and I keep it under continual review in the light of changing interest rates in particular.

6.2 If I am in receipt of large amounts of money I will usually place such funds on specific deposit, in which case you will receive all the interest received. General payments of interest are made without deduction of tax but tax is deducted at source on specific deposits.

6.3 Please note that the rates of interest that I might earn on your behalf are likely to be lower than you might otherwise obtain since I need to have instant access to all such funds.

6.4 Where monies are held on account and interest becomes payable, this will be paid to you on a gross basis. It will be your responsibility to declare these monies to the HMRC for tax assessment purposes.

## **7. Settlement Terms**

7.1 Invoices (whether interim or final) are due for payment on presentation. Payment must be made within 1 month from the date of issue.

7.2 In respect of any invoice which is not paid within one month I reserve the right to charge interest on a daily basis thereafter at the rate of 8% per annum.

7.3 If a third party has agreed to pay my fees incurred on your instructions, then if the third party fails to pay me you will still be liable to pay my fees. I will be under no obligation to sue that third party for recovery of my fees, and if you are registered for VAT then I will invoice you (not the third party) for the VAT on the fees and disbursements.

7.4 Where the work done for you involves court proceedings and the court orders your opponent to pay your legal costs I will account to you for that amount when received. However, the amount received may be less than the amount which I have agreed to charge

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you for the work done and I will not be bound to accept the amount recovered from your opponent in settlement of our fees.

7.5 My fees are payable by you even if, when the court has awarded you costs, your opponent cannot or does not pay.

7.6 I reserve the right to take my costs and disbursements by deduction from balances I hold from time to time on client account on your behalf whether these balances represent payments on account made by you, completion monies or any other sum I hold to your order. This right will only arise after I have delivered to you the relevant invoice and will not prejudice your rights under condition 12 hereof.

## **8. Securities**

8.1 I have a policy of storing our clients' papers, files, deeds and other such securities without charge but reserve the right to make a charge for future storage on reasonable notice.

8.2 I accept no liability for the storage of any such papers, files, deeds and other securities on your behalf (other than for our negligence) and such documents are retained at your risk.

8.3 I reserve the right to retain any money, papers, files, deeds and other such securities belonging to you in our possession or custody until all outstanding sums which are due to us from you, or a partnership in which you have an interest have been fully paid including interest and court costs where applicable.

8.4 I reserve the right to charge for the production and/or copying of any deeds, documents, files, or papers retained on your behalf and for the delivery thereof.

8.5 Any documents, files, deeds or other securities will be delivered to you by post at your risk.

8.6 Files will be retained for six years from the conclusion of the matter. I shall be entitled to destroy those files after six years unless you tell us otherwise.

## **9. Court Record**

9.1 If the work done involves court proceedings I will appear as your legal representative on the court record. All correspondence and legal documents relating to your case will be sent to my office rather than to your address.

9.2 If, during the course of the proceedings an interim bill is not paid or a payment on account is not made within the due time, I reserve the right to remove my name from the court record and to advise the court of the reason for the removal. In that case I shall cease to represent you in that matter.

## **10. Court Cases**

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10.1 If you lose your case you may be ordered to pay your opponent's costs as well as having to pay your own legal costs.

10.2 Even if you win your case, your opponent may not be ordered to pay all of my fees and your costs and/or may not be capable of paying my fees and your costs which he or she has been ordered to pay. You will be responsible for the cost of recovering any costs that the court orders the other party to pay.

10.3 If you are successful and the court orders the other party to pay some or all of your costs, interest may be claimed on them from the other party from the date of the court order. I will account to you for such interest to the extent that you have paid my fees.

10.4 If your opponent is publicly funded, you will not normally be able to recover my fees and your costs from him or her even if you are successful in the case.

10.5 If I have instructed a barrister for you every effort will be made to secure the help of that person throughout your case. If that barrister is not available a substitute will be instructed if possible.

## **11. Disputes over Fees**

11.1 If you dispute the amount of our fees (whether in respect of an interim or a final bill) you should refer the matter to me in writing setting out the reason for your complaint.

11.2 If I cannot agree what is the fair amount of costs then you have the following rights:

(a) to complain to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ. Any complaint to the Legal Ombudsman must be made within six months of receiving a final written response from me about your complaint. Any complaint must be made to the Ombudsman no later than 6 years from when you first became aware of the act or omission, or 3 years from when you should reasonably have become aware of the cause for complaint (if the act or omission took place before 6 October 2010 or was more than 6 years ago).

(b) to ask the court to assess the amount of our costs (if it has not already done so) and to do this you should apply to the appropriate court for an order for detailed assessment.

11.3 If you are a client and we have made a contract with you by electronic means you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/odr>. Our email address is [info@armstrongfamilylaw.co.uk](mailto:info@armstrongfamilylaw.co.uk)

## **12. Termination**

12.1 You may terminate your instructions to me in writing at any time but I will be entitled to keep all your papers and documents whilst there is money owing to me for my charges and expenses.

12.2 I may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. I must give you reasonable notice that I will stop acting for you.

12.3 If you or I decide that I will no longer act for you, you will pay my charges on an hourly basis and expenses as set out earlier.

### **13. Limitation of Liability**

13.1 My liability to you for breach of your instructions or negligence shall be limited to £2,000,000 (two million), unless I expressly state a higher amount in the Client Care Notice or letter accompanying these terms of business. I 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.

13.2 I can only limit my liability to the extent the law allows. In particular, I cannot limit my liability for death, or personal injury caused by my negligence.

13.3 Please ask if you would like me to explain any of the terms above.

### **14. Consent to data processing**

14.1 The processing of your personal data (whether that is in a paper or electronic format) will be necessary in order to act for you and to comply with your instructions. The General Data Protection Regulation and Data Protection Act provides me with a legal basis for processing data necessary for the performance of a contract to which the data subject (i.e. you) is a party, or where processing is necessary in order to take steps at the request of the data subject prior to entering into a contract.

14.2 By instructing Armstrong Family Law you expressly consent to processing of your personal data by Armstrong Family Law. The way in which we will process your personal data is set out in Armstrong Family Law's Data Protection and Privacy Policy which can be found on our website at <http://www.armstrongfamilylaw.co.uk/privacy-policy/>

### **Miscellaneous**

15.1 I reserve the right to amend these Terms and Conditions by reasonable written notice delivered to you at your address last known to us.

15.2 These Terms and Conditions shall be deemed to apply to any matter with effect from the time when I shall have first commenced performing professional services for you.

15.3 In the event that you shall instruct me jointly with, or as agent for, another person, you and that other person shall be deemed to be jointly and severally responsible for my costs and disbursements in the matter except to the extent that I agree with either of you in writing to the contrary.

15.4 These Terms and Conditions do not apply to services performed by me or my agents in relation to court proceedings outside the English jurisdiction.

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15.5 Your continued instructions in this matter will amount to your acceptance of these Terms and Conditions of business.

15.6 These Terms and Conditions are to be read in conjunction with the Client Care Notice above.

15.7 In the event of conflict between the Client Care Notice and these Conditions, the Client Care Notice shall prevail.

**Please sign and date the enclosed copy of this Notice and return it to me immediately thereby confirming that you understand the basis on which I will act for you and authorising me to undertake a credit reference check.**

**Your continuing instructions will nevertheless amount to acceptance of the terms of this Notice and my Terms & Conditions. This is an important document and I urge you to keep it in safe place for future reference. If you have any queries about the above, please do not hesitate to contact us.**

**I have read and agree to the above terms and conditions.**

Signed:.....Dated: .....

Mr/Mrs/Miss/Ms .....