



## CLIENT CARE NOTICE (SRA Code of Conduct 2011)

**Client name:**

**Client No:**

**Person responsible for your matter: Jon Armstrong**

Jon Armstrong is the solicitor with day to day responsibility for work in this matter and is also the person responsible for all the work done within this firm.

My normal hours of business are Monday – Friday 9.00 am – 5.30 pm. Appointments outside of these hours may be available by arrangement.

I try not to change the people who handle your work but if this cannot be avoided, I will inform you who will be handling the matter and why the change was necessary.

I aim to explain to you the issues in your matter and to keep you informed of progress at all times.

### 1. Fees and Cost Estimates

For a precise costs estimate tailored to the circumstances of your case please see the letter which accompanies this Client Care Notice. The following costs estimates are designed to illustrate the costs estimate contained in that letter.

Armstrong Family Law undertakes work on both a fixed fee basis and an estimated fee basis, depending upon the nature of the work.

VAT is payable on my fees. Disbursements (including Counsel's fees) may also be payable. For the avoidance of doubt, the figures provided below are the likely level of fees that you will have to pay. They do not include any fees that your spouse or partner may have to pay his or her own solicitor.

#### 1.1 Fixed Fee work:

*Initial fixed fee consultation:* £100 plus VAT

Un defended divorce proceedings: Fixed fee of £500 plus VAT, disbursements (including the initial consultation fixed fee of £100 plus VAT) for Petitioners.

Fixed fee of £350 plus VAT (including the initial consultation fixed fee of £100 plus VAT) for Respondents.

For more details, please see the Fixed Fee Divorce sheet.

*Change of Name deeds*

£100 plus VAT

## 1.2 Estimated fee basis

Some work cannot be undertaken on a fixed fee basis, as the exact level of fees that you will incur on your case may depend upon a number of factors such as the level of co-operation by other parties, and other unforeseen developments. In those cases, I can only provide you with an estimate of the likely fees that you may incur (in addition to any fixed fee work), although it may be possible to cap my fees so that they will not exceed the estimate and may be considerably less than the estimate (see paragraph 1.3 below).

Most cases are usually concluded within these estimates, but this depends upon the nature of your case. If your case looks like it will exceed these limits, I will notify you of a revised costs estimate.

Records are kept of the work done on your case. The standard charging rate is £240 per hour plus VAT. Time is recorded on your matter in units of 6 minutes or part thereof as follows:

|                                 |                               |
|---------------------------------|-------------------------------|
| Attending you and others        | £240 per hour plus VAT        |
| Drafting and perusal            | £240 per hour plus VAT        |
| Standard letters/emails written | £24 plus VAT per letter/email |
| Letters/emails received         | £24 plus VAT per letter/email |
| Standard telephone calls        | £24 plus VAT per call         |
| Lengthy letters/emails written  | £240 per hour plus VAT        |
| Telephone attendances           | £240 per hour plus VAT        |
| Preparation for hearings        | £240 per hour plus VAT        |
| Advocacy at Court               | £240 per hour plus VAT        |
| Attending Court with Counsel    | £240 per hour plus VAT        |
| Travel and waiting time         | £240 per hour plus VAT        |

Please note that I do not generally use SMS text messages, WhatsApp or any other electronic messaging systems when I communicate with clients or other individuals or their legal representatives. Where such methods are used, I reserve the right to charge for communication in this way as if they were letters or emails.

My charging rates are reviewed annually in January and I will inform you, in advance, if any increased rates will be applied to your work. Otherwise, this firm's hourly rates are fixed at the outset of a matter.

### **Defended divorce proceedings:**

£5,000 to £10,000 plus VAT and disbursements, possibly more. (Defended divorce petitions are rare and you will be provided with an estimate in the event that you might be involved in such proceedings based on all the facts known at the time.)

### **Financial Orders and Agreements:**

Where agreement is reached at the outset, obtaining a consent order or finalising a Separation Agreement may cost between £500 and £1,000 plus VAT and disbursements, possibly more. There may be additional expenses involved in implementing an order or agreement, such as conveyancing solicitors' fees, pension sharing implementation charges etc. I will make you aware of these additional expenses in the event that they become likely.

Where agreement cannot be reached at the outset, the likely cost can be broken down as follows:

*Negotiation and Litigation*

**Stage 1:** Negotiations without court proceedings, save for obtaining a financial consent order from the court - This could cost between £500 and £5,000 plus VAT and disbursements, possibly more. It is possible for costs to exceed this sum in cases which are not resolved easily or where it is necessary to instruct a barrister for specialist advice, in which case it would not normally exceed £10,000 plus VAT & disbursements, possibly more. I will provide you with a more specific estimate tailored to your case if necessary. Most cases can be resolved at this stage.

**Stage 2:** Applying to the Family Court for a Financial Order – Once an application has been issued at court, the likely cost for all work up to and including a First Appointment at the court is likely to be in the region of a further £500 to £5,000 plus VAT and disbursements, possibly more.

**Stage 3:** Applying to the Family Court for a Financial Order – If matters cannot be agreed at the First Appointment, the costs incurred up to and including the Financial Dispute Resolution Appointment (FDR) are likely to be in the region of a further £500 to £5,000 plus VAT and disbursements, possibly more.

**Stage 4:** Applying to the Family Court for a Financial Order – In cases where court proceedings take place, most cases are resolved by agreement at or before the Financial Dispute Resolution Appointment. A very small number of cases go to trial. In those circumstances, there are likely to be further fees from the FDR up to and including the trial of £10,000 plus VAT and disbursements, possibly more.

**Stage 5:** The cost of implementing the financial order, such as conveyancing solicitors' fees, pension sharing implementation charges and other expenses. These are likely to vary considerably depending upon what is ordered. I will give you information about these expenses as soon as they become likely.

If I consider that your case is likely to exceed these cost estimates, I will notify you in writing or by email of the likely costs as soon as possible.

*Collaborative process*

In collaborative cases, I would estimate that each collaborative four-way meeting and the work necessary to prepare for that meeting costs in the region of £500 to £2,500 plus VAT and disbursements. In most cases, between 1 and 3 meetings are required and the likely cost could be anywhere from £2,500 to £7,500 plus VAT, possibly more.

There may also be implementation expenses as set out above in Stage 5.

*Mediation*

In cases where you try to resolve financial issues or issues about children in mediation, your solicitor's fees are likely to be between £500 and £2,500 plus VAT (not including fees charged by your mediator).

There may be implementation expenses as set out above in Stage 5.

*Other types of case*

Much the same considerations apply to:

- Property disputes between unmarried couples (including Trusts of Land & Appointment of Trustees Act 1996 claims and Children Act 1989 Schedule 1 claims). These usually cost between £5,000 and £20,000 plus VAT and disbursements.
- Children disputes - These usually cost between £1,500 and £10,000 plus VAT and disbursements, possibly more. If matters can be resolved without court proceedings, it is likely to cost between £500 and £1,500 plus VAT and disbursements. Most disputes about children that result in court proceedings tend to be resolved by agreement at the first or second court hearing for a fee of up to £5,000 plus VAT and disbursements, possibly more. In the small number of cases where this is not possible, the costs can be up to £10,000 plus VAT and disbursements, possibly more. In difficult cases the cost of court proceedings could be up to £20,000 plus VAT, possibly more.
- Domestic violence injunctions – these usually cost in the region of £1,000 to £5,000 plus VAT and disbursements. (Legal aid may be available if you are the victim of domestic abuse. See section 3 below).
- Pre-Nuptial Agreements (when a capped fee does not apply) - £1,000 to £5,000 plus VAT and disbursements
- Cohabitation Agreements (when a capped fee does not apply) - £1,000 to £5,000 plus VAT and disbursements.

If I consider that your case is likely to exceed these cost estimates, I will notify you in writing or by email of the likely costs as soon as possible.

### 1.3 Capped Fees

I am happy to agree to act on a capped fee basis in appropriate cases and subject to my specific written agreement that I will charge a capped fee. Whether or not I will be prepared to act on a capped fee basis will depend upon the specific circumstances of your case.

#### **Pre-Nuptial Agreements:**

Advice only on agreement prepared by fiancé/fiancée's solicitor: £750 plus VAT.

Advice only and drafting agreement: £1,000 plus VAT.

#### **Cohabitation Agreements:**

Advice only on agreement prepared by partner's solicitor: £750 plus VAT.

Advice only and drafting agreement: £1,000 plus VAT.

### **3. Legal Aid**

Armstrong Family Law does not undertake work on a legally aided basis. Please see the accompanying letter in which I will have advised you whether or not you are eligible for legal aid. If you wish to investigate your entitlement to legal aid I would be happy to recommend a solicitor who specialises in legal aid work.

#### **4. Disbursements and Other Expenses**

Disbursements such as travelling expenses, accommodation, video conference calls, couriers, filing or registration fees, Court fees, search fees and printing, and external photocopying will be in addition to my fees.

I charge a flat rate fee of £50 plus VAT for outgoing CHAPS and telegraphic transfers directed through the client account.

Where other professional advisers or services such as counsel, overseas lawyers, expert witnesses, surveyors, technical consultants and translators are engaged with your agreement, they will be engaged by us as your agent and you will be responsible for their fees in addition to our own. VAT is also payable on some of their fees.

If I am able to precisely state at the outset of your case what disbursements, I anticipate that you will incur, this will be set out in the accompanying letter, failing which I will notify you of them in writing as soon as possible.

#### **5. Payment of bills and payments on account**

Armstrong Family Law will submit interim accounts on a monthly basis for estimated fee work. This regular billing is generally appreciated by clients as it helps in the regulation and monitoring of expenditure. I reserve the right to bill less frequently at my discretion, for example where the level of fees incurred since the last interim bill is low. However, you may request that I bill you up to date at any time.

Payment of any bills must be made on presentation. I would usually expect payment within one month of the date of my invoice. If all or part of the bill is not paid within this time, I reserve the right to charge interest on a daily basis thereafter at the rate of 8% per annum. If you have any query about the bill you should contact me immediately.

For the avoidance of doubt, I do not charge for any work that is necessary to respond to queries about invoices.

No cash amount of over £500 in any 28 day period can be accepted and any change in your original financial instructions to me may result in a delay in my ability to proceed on your behalf. Please do not deposit cash directly with my bank. If you deposit cash directly with my bank, I may have to charge you for any additional checks that I decide are necessary to prove the source of the funds. Please make all payments to me by online banking or by cheque made payable to "Armstrong Family Law".

If you would like to pay using online banking, please make the payment to the following bank accounts:

*For payment of invoices, please make the payment to my Office Account.*

Account Name: Armstrong Family Law  
Barclays Bank PLC  
Sort Code: 20-22-69  
Account Number: 83679470

Please ensure that you include your Case Reference; this can be found on your invoice. Alternatively, include your Client No, which can be found on page 1 of this document.

*For payments on account, please make the payment to my Client Account :*

Account Name: Armstrong Family Law client account  
Barclays Bank PLC  
Sort Code: 20-22-69  
Account Number: 53386775

Please ensure that you include your Case Reference; or your Client No, which can be found on page 1 of this Client Care Notice.

### *Cyber Risk*

Solicitors firms are increasingly being targeted by fraudsters. We are aware that clients of other law firms have been tricked into sending funds to the wrong bank account. If you receive an unexpected email from us requesting your bank details or requesting that you send money to an alternative account, please telephone your contact at Armstrong Family Law immediately, ensuring the number you are using to contact us is correct (not a number that the email may suggest). We must inform you that Armstrong Family Law cannot take responsibility if you transfer money to the wrong bank account.

## **6. Orders for costs**

My advice in all cases is that you should assume that you will have to meet all of your own costs.

In cases that go to court, the usual rule is that the successful party may receive an order that the other side pays some of their costs. However, you should bear in mind that there is a presumption in family cases relating to children and divorce financial orders that both parties should pay their own costs and that costs orders are only made rarely. Orders for costs are more commonplace in divorce proceedings (not including financial orders), applications for maintenance pending suit or interim maintenance, other preliminary issues in divorce financial cases, property disputes between unmarried couples and domestic violence injunction proceedings.

If your matter goes to court, please take into account that if you succeed and the court makes an order that your costs are to be paid by your opponent, the contribution to your costs that the court is likely to order is unlikely to cover all of your bill.

If you are unsuccessful, you may be ordered to pay the other side's legal costs.

Please also bear in mind that just because a court orders the other side to pay your costs does not necessarily mean that they will comply with the costs order and pay the costs. You may have to incur additional expense enforcing a costs order which may not be recoverable from the other side.

In some cases, especially collaborative cases, one spouse or partner may agree to pay the other spouse's legal fees. If this applies in your case, you should bear in mind that if payment is not received, you remain liable for the unpaid fees.

## **7. Time scales**

How long your case will take will depend upon many factors, such as what type of case it is and how much co-operation is received from the other side.

For example, divorces are likely to take between 6 months and 12 months to conclude, but financial disputes or matters relating to children can be more complex and are likely to take between 6 months and 18 months to conclude, possibly longer.

Disputes between unmarried couples about property or children are also likely to take between 6 months and 12 months to conclude, possibly longer.

Please see the letter confirming my advice which accompanies this Notice for a time scale that specifically applies to your circumstances.

## **8. Service Standards**

- I will update you by telephone, email or letter with progress on your matter regularly.
- I will communicate with you in plain language.
- I will explain to you by telephone, email or letter the legal work required as your matter progresses.
- I will update you on the cost of your matter at least every six months, and more frequently if appropriate.
- I 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.
- I will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- I will continue to review whether there are alternative methods by which your matter can be funded.
- I will review your matter regularly.
- I will advise you of any changes in the law.
- I will advise you of any circumstances and risks of which I am aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

## **9. *Client identification and credit checks***

All solicitors are subject to legislation designed to combat money laundering.

When acting for you, I am required by law to check your identity and I may also wish to confirm information about your credit status. In order to verify the information you provide I may make searches about you with a Credit Reference or Fraud Prevention Agency; this will include information from the Electoral Roll.

The agencies will record the details of the search and other organisations may share these searches in order to prevent fraud and money laundering. Scoring methods may be used as part of this process.

I may also ask you to supply original documents as confirmation of your identity, address or both which I will use along with any electronic checks I perform.

Any documents provided to me will be recorded and copied for audit purposes as part of my Anti Money Laundering requirements.

Suitable items for the proof of identity could be a current passport or driving licence, and for the address, a utility bill, council tax bill or bank statement that is no more than three months old.

I may also require supporting evidence of the source of any money involved, for example bank or building society documents, and full details of any third party to whom you may instruct us to send funds.

No cash amount of over £500 in any 28 day period can be accepted and any change in your original financial instructions to me may result in a delay in our ability to proceed on your behalf. Please do not deposit cash directly with my bank. If you deposit cash directly with my bank, I may charge you for any additional checks I decide are necessary to prove the source of the funds. Please make all payments to us by online banking or by cheque made payable to Armstrong Family Law. If you would like to pay using online banking, please let me know and I shall provide you with my bank details.

When I have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

#### *10. Confidentiality*

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent 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 money laundering disclosure.

If, while I am acting for you, it becomes necessary to make a money laundering disclosure, I may not be able to inform you that a disclosure has been made or of the reasons for it. Where the law permits me to do, I will tell you about any potential money laundering problem and explain what action I may need to take.

#### **11. Investment Business**

Armstrong Family Law is not authorised under the Financial Services and Markets Act 2000, nor is it regulated by the Financial Conduct Authority. If, while I am acting for you, you need advice on investments, I may have to refer you to someone who is authorised to provide the necessary advice. However, I may provide certain limited investment advice services where these are closely linked to the legal work I am doing for you. This is because I am a member of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any investment advice you receive from me, you should raise your concerns with either of these bodies.

Subject to the above, please note that I am otherwise unable to give you any financial advice. If you need financial advice, you should seek this from an independent financial adviser. I would be happy to recommend an IFA if you would like me to do so.



*Insurance mediation*

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority (formerly the Financial Services Authority) so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman whose address details appear under 'Complaints' below.

*Pension valuations*

In cases involving pensions, it is common practice to use cash equivalent (CE) valuations (sometimes still called Cash Equivalent Transfer Valuations or CETVs) provided by the pension trustees when ascertaining the value of any pension fund. This approach is in line with the provisions of the Matrimonial Causes Act 1973, the Family Procedure Rules 2010 and the Pensions on Divorce etc (Provision of Information) Regulations 2000. However, it is possible that a CE valuation may not accurately reflect the true value of a pension scheme. I do not accept any liability for any loss suffered as a result of a pension scheme being undervalued in this manner.

Please note that in any cases where it is being proposed that a pension sharing order or pension attachment order should be made, or alternatively that there should be pension offsetting (i.e. that a greater share of non-pension assets should be received by one party in return for the other retaining all or some of their pension fund), you should seek financial advice from an independent financial adviser who specialises in pension advice. I would be happy to recommend an IFA for this purpose.

You should also consider whether an actuarial valuation of a pension is required.

Please note that I do not accept any liability for any loss that might result due to not seeking independent financial advice or an actuarial valuation before entering into an order that involves pension sharing, pension attachment or pension offsetting.

## **12. Complaints**

I will of course do my best to ensure that your matter proceeds as smoothly as possible. However, if you are dissatisfied with the handling of your matter or with the way in which your bill has been calculated, please raise the matter initially with me. Details of my complaints procedure are available on request or at [www.armstrongfamilylaw.co.uk](http://www.armstrongfamilylaw.co.uk).

If you are not satisfied with my handling of your complaint, you can ask the Legal Ombudsman to consider the complaint at the conclusion of the Armstrong Family Law complaints process, for which I am generally permitted a period of eight weeks from the time that the complaint was first made. The Ombudsman's contact details are:

Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ

Tel: 0300 555 0333

If calling from outside the UK: +44 121 245 3050

Minicom: 0300 555 1777

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Web: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Complaints to the Ombudsman should usually be brought within 6 months of the conclusion of Armstrong Family Law's complaints process. Any complaint must be made to the Ombudsman:

- (a) no later than 6 years from the date of act or omission; or
- (b) 3 years from when you should reasonably have become aware that there were grounds for a complaint (if the act or omission took place before 6 October 2010 or was more than 6 years ago).

You may also be able to object to my bill by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If you exercise this right you would be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, I am entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

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)

For the avoidance of doubt, I do not make a charge for considering complaints or queries about invoices.

### **13. Financial Services Compensation Scheme**

When acting for you, I may hold money on your behalf. I am not liable for any loss resulting from the failure of the bank where I hold this money. I will hold any money in an account with Barclays Bank plc.

In the event that a bank fails, under the current Financial Services Compensation Scheme (FSCS), you would be entitled to 100% of the first £75,000 held in that bank. Please note that this compensation is limited to £75,000 per individual, not per account. If you already have money deposited with that bank in your own account, this will be included in the £75,000 maximum compensation.

If a corporate body client is not considered a small company by FSCS, then you will not be eligible for compensation.

Please also bear in mind that many banks and other deposit taking institutions have several brands; i.e. where that institution is trading under different names. You should check with your bank, the Financial Services Authority or a financial adviser for more information.

Barclays has notified me of the following:

*“We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £75,000. For joint accounts each depositor is treated as having a claim in respect of their share, so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £75,000 each (making a total of £150,000.) The £75,000 limit relates to the combined amount in all of the eligible depositor’s accounts with that bank, including their share of any joint account, and not to each separate account.*

*Barclays Bank PLC may also accept deposits under the following trading names; Barclays, Barclays Bank, Barclaycard, Barclays Business, Barclays Capital, Barclays Corporate, Barclays Stockbrokers, Barclays UK & Ireland Private Bank, Barclays International Private Banking, Barclays Premier, Barclays Private Bank, Barclays Wealth, and Woolwich Mortgages. Deposits accepted from an eligible depositor under these trading names are combined for the purposes of depositor compensation from the FSCS. The FSCS is not applicable to deposits held at branches in the Channel Islands or the Isle of Man.”*

For further information about the compensation provided by the FSCS refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

By signing and returning this Notice, you consent to me disclosing your personal details to the Financial Services Compensation Scheme in the event of a bank failure.

#### **14. Professional Indemnity Insurance**

My insurance provider is Travelers Insurance Company Limited, Exchequer Court, 33 St Mary Axe, London EC3A 8AG. The policy may be viewed at the office address supplied above.

#### **15. Limitation of Liability**

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.

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

#### **16. Equality and Diversity**

Armstrong Family Law is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact me if you would like a copy of my equality and diversity policy.

#### **17. Electronic communications**

I will usually communicate with you by telephone or email, but I will aim to use such other methods as you may request. I may need to virus check disks or e-mail. Unless you withdraw consent, I will communicate with others when appropriate by email or fax, but I cannot be responsible for the security of correspondence and documents sent by email or fax.

## **18. Documentation**

You will be entitled to use and copy all documentation created by us for you in the scope of our work. All copyright and other intellectual property rights in the documentation created by us and relating to or connected with the scope of our work remains my property. I will be free to use any of the documentation and to use the intellectual property of any advice to other clients provided that I do not breach my duty of confidentiality.

## **19. Conflicts of Interest**

I have satisfied myself that there is no conflict of interest that prevents me from acting for you. However, sometimes conflicts of interest arise or come to light during the progress of a matter. If this happens, you will be informed immediately. It may then be necessary for me to withdraw from the matter.

## **20. Tax Advice**

I do not provide advice on the tax implications of a transaction or other action that you instruct me to carry out or the likelihood of them arising. I do not accept any liability for any loss caused as a result of any tax liability incurred as a result of any work or advice that I provide. You should therefore seek the advice of your accountant in relation to any proposals that are made in your case by you or anyone else. If you do not have an accountant, I would be happy to recommend one. If I am able to provide tax advice on particular matters, I will confirm this in writing to you. If you have any concerns, please raise them with me immediately.

## **21. Data Protection and Privacy Policy**

Armstrong Family Law takes data protection and your privacy very seriously. To read and download our Data Protection and Privacy Policy, please visit our website at [www.armstrongfamilylaw.co.uk/downloads/](http://www.armstrongfamilylaw.co.uk/downloads/)

## **22. Storage of paper and documentation**

You may terminate your instructions to me at any time, but I will be entitled to keep all your papers and documents while there is money owed to me for my fees, disbursements and other charges. The law entitles me to retain any money, papers or other property belonging to you which properly comes into my possession pending payment of my costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a “general lien”. I am not entitled to sell property held under a lien, but I am entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

If I am conducting litigation for you, I have additional rights. I may exercise my lien in relation to any property recovered or preserved for you whether it is in my possession or not and in respect of all costs incurred, whether billed or unbilled. I also have the right to ask the Court to make a charging order in my favour for any assessed costs.

In addition I will keep your file of papers for you in storage for not less than 6 years. After that, storage is on the clear understanding that I have the right to destroy it after such period as I consider reasonable. I will not of course destroy any documents such as Wills, Deeds or other securities which you ask us to hold.

### **23. Quality standards**

Armstrong Family Law is working towards registration under the Lexcel quality standard of the Law Society. As a result of this I am or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case I would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of my clients do object to this, I propose to assume that I do have your consent unless you notify me to the contrary. I will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which I conduct on your behalf. Please contact me if you would like me to explain this further or if you would like me to mark your file as not to be inspected. If you would prefer to withhold consent please put a line through this section in the copy Notice for return to us.

### **24. Termination of this retainer**

You may terminate your instructions to me at any time, either orally or in writing.

I will usually cease work on your matter immediately, save for notifying other parties that I am no longer acting for you. If I am on the court record as acting for you, you must sign a Notice of Acting placing yourself on the record as representing yourself in those court proceedings and file this at the court. I will provide you with this Notice. If you instruct new solicitors, they must place themselves on the record. If this does not happen, I may have to make an application to the court to come off the record as whilst I am on the record as acting for you, I am obliged to attend court hearings on your behalf. I reserve the right to charge for such applications that are necessary to remove Armstrong Family Law from the court record because you fail to file a Notice of Acting or your new solicitors fail to place themselves on the record.

While you may terminate your instructions to me in writing at any time, I may only do so for good reason and on providing you with reasonable notice of my intention to do so, such as where:

- you do not pay an interim bill within one month;
- you do not comply with a request for a payment on account; or
- fail to provide me with instructions concerning the future conduct of your matter.

### **25. Law and Jurisdiction**

This Notice shall be governed by and construed in accordance with English law. Any claims, disputes or differences concerning this agreement or any matter arising from it shall be subject to the exclusive jurisdiction of the English courts.

### **26. Distance selling and taking initial instructions away from the office**

There are three ways in which I will have taken initial instructions from you. These are:

1. At my office in person, in which case I will commence work on your behalf immediately unless you instruct me to the contrary.
2. If I have not met you (for example when initial instructions are provided over the telephone or by email) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply; or

- 3 If I have taken initial instructions from you away from my office (for example, at your home or place of work) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply;

If options 2 or 3 apply here, you have the right to cancel your instructions to me for any reason without incurring any liability within 14 working days after the date upon which you receive this Notice. You can cancel your instructions by contacting me by post or by email to this office. Alternatively, a cancellation form is available in the downloads section of my website, [www.armstrongfamilylaw.co.uk](http://www.armstrongfamilylaw.co.uk). Use of the cancellation form is not compulsory and a telephone call, email or letter will suffice.

If either of these situations is the case and you would like me to commence work on your file within the next 14 working days, please sign and return this Notice by post or email, ticking the box below.

|  |
|--|
| <input type="checkbox"/> Please commence work now. Signed: ..... |
|--|

You may download a free copy of the Solicitors Handbook, which contains relevant regulations affecting solicitors as well as the Solicitors Code of Conduct and SRA Accounts Rules, from the SRA website at [www.sra.org.uk](http://www.sra.org.uk)

**27. Terms & Conditions**

Please see my Terms and Conditions below. These are also available from my website at [www.armstrongfamilylaw.co.uk/downloads/](http://www.armstrongfamilylaw.co.uk/downloads/).

**Terms & Conditions**

**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 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**

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 [www.armstrongfamilylaw.co.uk/downloads/](http://www.armstrongfamilylaw.co.uk/downloads/).

**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.

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 .....