

Alison Fielden & Co

TERMS OF BUSINESS FAMILY DEPARTMENT One Off Advice – Chargeable

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

Our Charges

Our charges for work undertaken today will be based on our normal charge rate of £250.00 per hour plus vat. If you instruct us to undertake work beyond today we will send you a copy of our full Terms and Conditions of Business for ongoing work. Payment for today should be made at the conclusion of the appointment.

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.

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.

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.

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.

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.

Complaints Policy

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

Please note that:-

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