

## **Kevin Shearn Family Law Practice Limited**

### **Terms of Business – Fixed Price Appointment**

#### **1. Our Aim**

We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. This document and all other correspondence from us are available in large print format upon request. Please let us know if you have any other preferences for the best way that we can communicate with you; any requirements to access services (such as to overcome mobility, hearing or sight difficulties) any requirements of how services are provided, such as documents to be written in clear and simple language or information given face to face or whether you need support from an advocacy service or other speech and language expert or perhaps an interpreter. Please note that some of these services may charge an additional fee for their work.

#### **2. Our Commitment to You**

You have been given this document as you have attended an appointment at a fixed fee to provide us with information and for us to provide you with legal advice. We will email you a copy of our advice following the meeting and that is the limit of our current retainer.

We will inform you of your options with regard to any further legal services that would be advisable and tell you about any immediate steps that are essential for you to take to safeguard your position. We will provide you with an estimate of the likely cost to you of any legal services that we recommend.

We will not go on the Court record as acting for you or engage in any ongoing correspondence, telephone or electronic communication with you or any third party following your appointment unless you instruct us on a full retainer in which case we will agree the terms with you and provide you with further terms of business

#### **3. Office Hours**

Office hours are between 9.00am and 5.15pm Monday to Friday. Our reception and telephone are staffed at those times. Because we are a small practice, there may be times when all personnel are occupied with other clients. A voicemail service is available during busy periods and out of office hours.

#### **4. People Responsible for your Work**

4.1 The Director of this Firm, Kevin Shearn is a qualified Solicitor and is a member of the Law Society Children Panel and Family Law Panel (Advanced).

Direct Dial 01823 281220  
Mobile 07979 803223  
Email kevin@ksflp.co.uk

Emma Perkins is a qualified Solicitor and is a member of the Law Society Children Panel. Emma has also been Accredited by Resolution – First for Family Law as a Specialist Family Lawyer in Domestic Abuse and Children Law – Private.

Direct Dial 01823 281223  
Mobile 07753 237097  
Email [emma@ksflp.co.uk](mailto:emma@ksflp.co.uk)

Carole Newstead is a Chartered Legal Executive and has been Accredited by Resolution – First for Family Law as a Specialist Family Lawyer in Domestic Abuse, Cohabitation and Children Law. Carole is also a trained Mediator.

Direct Dial 01823 281221  
Mobile 07730 870153  
Email [carole@ksflp.co.uk](mailto:carole@ksflp.co.uk)

Sarah Daw is a Chartered Legal Executive

Direct Dial 01823 281226  
Email [sarah@ksflp.co.uk](mailto:sarah@ksflp.co.uk)

Daisy Bateman is a Chartered Legal Executives

Direct Dial 01823 281222  
Mobile 07753 237097  
Email [daisy@ksflp.co.uk](mailto:daisy@ksflp.co.uk)

Georgie Maclachlan is a law student undertaking a year's placement as a paralegal

Direct Dial 01823 281224  
Email [georgie@ksflp.co.uk](mailto:georgie@ksflp.co.uk)

Daisy and Georgie work under the supervision of Kevin and Sarah and Carole work under the supervision of Emma. This range of skills allows us to ensure that we can deal with your work efficiently and effectively.

Jess Boyce provides secretarial support to Kevin. Dianne Lusted provides secretarial support to Tracey, Emma and Carole and Deborah Williams provides secretarial support to Daisy and Sarah. All can be contacted on the main switchboard 01823 256494.

4.2 We will tell you who is responsible for your work, and their status. Their contact details are above. If the person you want to contact is not available when you call, there will be an assistant or secretary who will be able to take a message, and who may be able to deal with any query you may have. We will try to avoid changing the people who handle your work, but if this cannot be avoided we will tell you promptly of any change.

4.3 Kevin Shearn is ultimately responsible for the work of all Fee-Earners in the Practice.

## 5. Equality and Diversity

The Firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. We will not discriminate in the way we provide our services on the grounds of sex, (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national backgrounds.

## **6. Charges and Expenses**

- 6.1 We will charge you a fixed fee of £                    plus VAT of £                    for your appointment.
- 6.2 We require you to pay your bill before leaving the building but this does not affect your right to complain about your bill – see 16.2 below
- 6.3 You may also have a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974

## **7. Other Parties' Charges and Expenses**

- 7.1 In some cases and transactions you may be entitled to payment of costs by someone else. It is important that you understand that in those circumstances, and particularly in Court cases, the other person may not be required to pay all the charges and expenses that you incur with us. You have to pay our charges and expenses in the first place and any amounts that can be recovered will be a contribution towards them. If the other person is receiving Legal Aid no costs are likely to be recovered
- 7.2 If you are unsuccessful in a Court case you may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

## **8. Storage of Papers and Documents**

- 8.1 We will keep an electronic note of our meeting for not less than 7 years. If the matter concerns a child or children under the age of 18, the note will be kept for 7 years or until the 21<sup>st</sup> birthday of the youngest child. After that we have the right to destroy it.
- 8.2 We do not anticipate storing any papers or papers records of our meeting.

## **9. Quality Assurance Assessments**

We are committed to a policy of continuous improvement in the quality and efficiency of the services we provide to clients. To assist us in achieving this, we may from time to time be subjected to inspection by independent assessors or auditors in connection with quality assurance scheme and those assessors or auditors may wish to inspect records relating to clients. Unless you advise us in writing to the contrary, we will assume that you agree to our permitting an inspection of any record relating to any advice given to you. Any

inspection will be on the understanding that the information in the record remains strictly confidential and will not be released by the assessor or auditor to any other person.

## **10. Offensive Behaviour**

We will not tolerate threatening or abusive words or behaviour towards staff at this office and reserve the right to terminate any meeting with you in such circumstances. In such circumstances, we reserve the right to recover from you any outstanding payment that is due under this fixed price agreement.

## **11. Tax Advice**

Some of the advice we provide to you may involve tax implications or necessitate the consideration of tax planning strategies. In such circumstances, we will normally recommend that you seek the advice of a Chartered Accountant.

## **12. Financial Services**

This Firm does not provide any financial services or conduct any investment business. In appropriate circumstances we will refer you to an appropriately authorised Independent Financial Advisor.

## **13. Insurance Mediation**

This Firm does not provide Insurance Mediation.

## **14. Conveyancing/Property Services**

This Firm specialises in providing advice and assistance in family law. We do not undertake any conveyancing or property services. If your matter concerns negotiations or court proceedings concerning financial and property issues, we will normally refer you to another firm of solicitors should you require any consequential conveyancing or property transaction to be put into effect. Any estimate of fees and expenses that we provide for the family law work that we agree to undertake on your behalf will not include the cost of any conveyancing or property work that you require to put into effect your negotiated settlement or your settlement ordered by the court. You will need to pay separately for this work to the solicitors that you instruct in this regard.

## **15. Disclosure Requirements**

### **15.1 Confidentiality**

15.1.1 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 Serious Organised 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.

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

15.1.3 We will also be under a duty to breach client confidentiality if you disclose to us evidence of child abuse that we consider should be reported to Children's Social Care or to the Police. In such circumstances, we will encourage you to make the disclosure yourself. If we have to make the disclosure, we will if possible without compromising the child protection investigation tell you of the disclosure and provide you with information to enable you to instruct another firm of solicitors.

## **16. Communication Between You and Us**

16.1 We are committed to providing our clients an efficient and effective service at all times. Our clients and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. However, should you be unhappy with any aspect of our service (including our bill), please raise your concern in the first place with the person who is responsible for the matter. If you still have queries or concerns, or would simply prefer to discuss them with someone else, please contact Kevin Shearn.

16.2 We maintain a Complaints Policy which is available to you upon request and which will be sent to you in the event that you raise a complaint regarding the level of service that you have received from us. We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Kevin Shearn on 01823 256494 or [kevin@ksflp.co.uk](mailto:kevin@ksflp.co.uk) or by post to our office at The Post House, Church Square, Taunton, TA1 1SA.

Any complaint should be notified within 28 days of the event giving rise to knowledge of the subject matter of the complaint.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. The phone number is 0300 555 0333 and the email address is [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

- 16.3 There may also be a right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If all or any part of our bill remains unpaid, we reserve the right to charge interest.
- 16.4 We will aim to communicate with you by whichever method you may request. We may need to virus check disks or email. Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.
- 16.5 The Data Protection Act requires us to advise you that your details are held on our database, and that we may, from time to time, use these details to send you information that we think might be of interest to you.

**17. Limitation of our Liability to You**

If you incur any expenses, damages, losses or liabilities whatsoever (including, without limitation, any legal fees) in connection with or arising from the provision of our services or as a result of any advice we have given or have failed to give you, whether as a consequence of negligence or otherwise and our liability to you as a result is established, our aggregate liability to you for an event or series of connected events shall in no circumstances exceed £3 million. If you consider that such a limit is insufficient to cover your potential losses from any negligence or breach of contract on the part of this Firm or its agents, please let us know immediately.

**18. Acceptance**

- 18.1 These terms apply to any instruction you give us. We may revise our Terms of Business from time to time but in this event we will notify you of any changes in writing.
- 18.2 Unless we have expressly agreed otherwise, this agreement takes effect from the date of our appointment with you.

**Please confirm that you understand and accept these provisions**

**Signed:** ..... **Date:** .....

**Print Name** .....

**Signed:** ..... **Date:** .....

**Print Name** .....

**Client Ref:** .....

